

***EPPERSON RANCH COMMUNITY
DEVELOPMENT DISTRICT***

Advanced Meeting Package

***Board of Supervisors
Regular Meeting***

***Tuesday
June 12,
2018***

9:00 a.m.

***Residence Inn
2101 Northpointe Parkway
Lutz, Florida***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT AGENDA

Residence Inn
2101 Northpointe Parkway
Lutz, Florida

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Ted Sanders	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	Vivek Babbar	Straley, Robin & Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

**All cellular phones and pagers must be turned off during the meeting.
The District Agenda is comprised of seven different sections:**

The meeting will begin promptly with the first section which is called **Audience Questions and Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **District Counsel and District Engineer Reports**. This section allows the District Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The third section is the **Landscaping and Ponds** section and contains items that often require District Engineer, Operations Manager, and Landscape Contractor to discuss and update the Board. The fourth section is the **Business Administration** section and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The sixth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The seventh section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday, June 12, 2018
Time: 9:00 a.m.
Location: Residence Inn
2101 Northpointe Parkway
Lutz, Florida 33558

Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Consent Agenda

- | | | |
|----|--|-----------|
| A. | Approval of Minutes from May 1, 2018 Meeting | Exhibit 1 |
| B. | Acceptance of April 2018 Unaudited Financial Statement | Exhibit 2 |

IV. Business Matters

- | | | |
|----|---|-----------|
| A. | Presentation of Fiscal Year 2018-2019 Proposed Budget
(Separate Cover) | Exhibit 3 |
| B. | Consideration and Adoption of Resolution 2018-05
Proposed Budget for Fiscal Year 2018/2019 | Exhibit 4 |
| C. | Audit Report | Exhibit 5 |

V. Staff Reports

- | | | |
|----|------------------------------------|-----------|
| A. | District Manager | |
| | 1. Aquatic Systems Report May 2018 | Exhibit 6 |
| | 2. Revised Landscape Contract | Exhibit 7 |
| B. | Attorney | |
| C. | District Engineer | |

VI. Supervisors Requests

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

EXHIBIT 1.

**MINUTES OF MEETING
EPPERSON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Epperson Ranch Community Development District was held on Tuesday, May 1, 2018 at 9:00 a.m. at the Residence Inn, 2101 Northpointe Parkway, Lutz, Florida 33558.

FIRST ORDER OF BUSINESS – Roll Call

Mr. Cusmano called the meeting to order.

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager, DPFG
Vivek Babbar	District Attorney, Straley & Robin (<i>via phone</i>)
Lore Yeira	Assistant District Manager, DPFG

The following is a summary of the discussions and actions taken at the May 1, 2018 Epperson Ranch CDD Board of Supervisors meeting.

SECOND ORDER OF BUSINESS - Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS - Consent Agenda

A. Approval of Minutes from April 3, 2018 Meeting

B. Acceptance of the March 2018 Unaudited Financial Statement

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved Items A & B for the Epperson Ranch Community Development District.
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FOURTH ORDER OF BUSINESS – Business Matters

A. Other Business

There being none, next item followed.

FIFTH ORDER OF BUSINESS - Staff Reports

A. District Manager

1. Aquatic Systems Report
2. Aquatic Systems Supersede Agreement Adding 19 Waterways In Monthly Payments of \$2,504.00

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved **Aquatic Systems Supersede Agreement adding 19 Waterways In Monthly Payments of \$2,504.00** for the Epperson Ranch Community Development District.

3. Landscape Addendum

- Original Contract - \$141,000
- Addendum 1
- Addendum 2

4. Landscape Current Contract Additional Phases 2, 3, and 4

- Phase 4 - \$23,133 (Landscape)
- Phase 2 & 3 - \$73,272 (Landscape)
- Phase 2, 3, & 4 - \$40,002 (Ponds)

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved **the Chairman to sign Landscape Current Contract Additional Phases 2, 3, and 4 if deemed satisfactory after a review and detailed break out** for the Epperson Ranch Community Development District.

B. Attorney

There being none, next item followed.

C. District Engineer

There being none, next item followed.

SIXTH ORDER OF BUSINESS –Supervisors Requests

There being none, next item followed.

SEVENTH ORDER OF BUSINESS – Audience Questions & Comments on Other Items

There being none, next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned the meeting for the Epperson Ranch Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

79 _____
80 **Signature**
81
82 _____
83 **Printed Name**
84 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

Signature

Printed Name
Title: ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 2.

Epperson Ranch Community Development District

Financial Statements
(Unaudited)

Period Ending
April 30, 2018

Epperson Ranch CDD
Balance Sheet
April 30, 2018

	GENERAL FUND	2015 A1	2015 A2	DEBT SERVICE FUND 2015 A3	2017 A1	2017 A2	CONSTRUCTION FUND 2015 A	2017 A1	TOTAL
<u>ASSETS:</u>									
CASH	\$ 139,847	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,847
TRUST INVESTMENTS:									
REVENUE A-1	-	323,631	-	-	-	-	-	-	323,631
RESERVE A-1	-	436,495	-	-	-	-	-	-	436,495
PREPAYMENT A-1	-	1,145	-	-	-	-	-	-	1,145
REVENUE A-2	-	-	109,570	-	-	-	-	-	109,570
RESERVE A-2	-	-	297,188	-	-	-	-	-	297,188
PREPAYMENT A-2	-	-	1,386,656	-	-	-	-	-	1,386,656
REVENUE 2017	-	-	-	-	17,804	69	-	-	17,873
COST OF ISSUANCE 2017	-	-	-	-	21	25	-	-	46
RESERVE 2017	-	-	-	-	624,681	475,287	-	-	1,099,968
CAPITAL INTEREST 2017	-	-	-	-	493,993	598,143	-	-	1,092,136
PREPAYMENT 2017	-	-	-	-	-	247,448	-	-	247,448
CONSTRUCTION 2017 A-1	-	-	-	-	-	-	-	3,573,063	3,573,063
CAPITAL PROJECTS	-	-	-	-	-	-	27	-	27
UTILITY DEPOSITS	2,500	-	-	-	-	-	-	-	2,500
ACCOUNTS RECEIVABLE	38,862	-	-	-	-	-	6,161	-	45,023
ASSESSMENTS ON ROLL RECEIVABLE	13,281	25,987	-	-	-	-	-	-	39,268
ASSESSMENTS OFF ROLL RECEIVABLE	59,746	-	-	-	-	-	-	-	59,746
DUE FROM GENERAL FUND	-	18,338	-	-	-	-	-	-	18,338
TOTAL ASSETS	\$ 254,236	\$ 805,596	\$ 1,793,414	\$ -	\$ 1,136,499	\$ 1,320,972	\$ 6,188	\$ 3,573,063	\$ 8,889,968
<u>LIABILITIES:</u>									
ACCOUNTS PAYABLE	\$ 6,584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,161	\$ 1,327,231	\$ 1,339,976
RETAINAGE PAYABLE	-	-	-	-	-	-	96,152	6,275	102,427
ASSESSMENT ON ROLL DEFERRED	13,281	25,987	-	-	-	-	-	-	39,268
ASSESSMENT OFF ROLL DEFERRED	59,746	-	-	-	-	-	-	-	59,746
DUE TO DEBT SERVICE	18,338	-	-	-	-	-	-	-	18,338
<u>FUND BALANCE:</u>									
NONSPENDABLE:	2,500	-	-	-	-	-	-	-	2,500
RESTRICTED FOR: DS & CAP PROJ	-	779,609	1,793,414	-	1,136,499	1,320,972	(96,125)	2,239,557	7,173,926
UNASSIGNED:	153,787	-	-	-	-	-	-	-	153,787
TOTAL LIABILITIES & FUND BALANCE	\$ 254,236	\$ 805,596	\$ 1,793,414	\$ -	\$ 1,136,499	\$ 1,320,972	\$ 6,188	\$ 3,573,063	\$ 8,889,968

Epperson Ranch CDD
General Fund
Statement of Revenues, Expenses and Changes in Fund Balances
For The Period From October 1, 2017 through April 30, 2018

	ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
ON ROLL ASSESSMENT	\$ 105,464	\$ 105,464	\$ 92,182	\$ (13,282)
OFF ROLL ASSESSMENT	417,973	339,498	196,555	(142,943)
ASSESSMENTS VIA LOT CLOSINGS	-	-	83,198	83,198
MISCELLANEOUS REVENUE	-	-	220	220
NON-BUDGETED DEVELOPER FUNDING	-	-	38,760	38,760
INTEREST REVENUE	-	-	-	-
TOTAL O&M REVENUES	523,437	444,962	410,915	(34,047)
EXPENDITURES				
ADMINISTRATIVE:				
BOARD OF SUPERVISORS	12,000	7,000	2,400	4,600
PAYROLL TAXES	916	534	184	350
PAYROLL SERVICES FEE	600	350	161	189
DISTRICT MANAGER	21,000	12,250	12,250	-
PLANNING, COORDINATING & CONTRACT SERVICES	36,000	21,000	21,000	-
TRAVEL PER DIEM	100	58	18	40
CONSTRUCTION ACCOUNTING SERVICES	9,000	9,000	9,000	-
MEETING ROOM RENTAL	2,160	1,260	-	1,260
BANK FEES	200	117	104	13
AUDITING SERVICES	4,000	3,069	3,069	-
REGULATORY & PERMIT FEES	175	175	175	-
LEGAL ADVERTISING	1,500	875	456	419
DUES, LICENSES & FEES	-	-	-	-
ENGINEERING SERVICES	10,000	5,833	9,407	(3,574)
LEGAL SERVICES	10,000	5,833	6,702	(869)
WEBSITE DEVELOPMENT & HOSTING	720	420	440	(20)
ASSESMENT COLLECTION FEE	-	-	-	-
MISCELLANEOUS	1,000	583	900	(317)
TOTAL ADMINISTRATIVE	109,371	68,358	66,266	2,092
INSURANCE:				
INSURANCE (PO, Liability, Property & Casualty)	2,651	2,651	5,300	(2,649)
TOTAL INSURANCE	2,651	2,651	5,300	(2,649)
BOND SERVICE ADMINISTRATION				
BOND DISSEMINATION FEES	5,000	5,000	5,000	-
TRUSTEE FEES	8,081	5,388	5,388	-
ARBITRAGE REPORTING	500	500	1,300	(800)
TOTAL BOND SERVICE ADMINISTRATION	13,581	10,888	11,688	(800)
FIELD OPERATIONS				
FIELD MANAGER	8,781	5,122	336	4,786
AMENITY MANAGER	3,000	1,750	1,750	-
FIELD SERVICE MANAGEMENT	5,000	2,917	2,917	-
FIELD TRAVEL	1,400	817	310	507
UTILITY-ELECTRICITY	15,000	8,750	6,391	2,359
UTILITY-STREETLIGHTS	-	-	-	-
UTILITY- WATER	15,000	8,750	1,850	6,900
PET WASTE REMOVAL	2,000	1,167	224	943
LAKE/POND MAINTENANCE	20,000	11,667	6,447	5,220
LANDSCAPE MAINTENANCE - PHASE 1	78,600	45,850	36,000	9,850
LANDSCAPE REPLACEMENT - PHASE 1	6,000	3,900	4,807	(907)
LANDSCAPE MISCELLANEOUS - PHASE 1	3,500	3,380	3,380	-
BUSH HOG MOWING	36,000	21,000	7,850	13,150
IRRIGATION & REPAIR - PHASE 1	3,500	2,042	-	2,042
LANDSCAPE MAINTENANCE - PHASE 2	87,747	51,186	-	51,186
LANDSCAPE REPLACEMENT - PHASE 2	43,740	25,515	-	25,515
LANDSCAPE MISCELLANEOUS - PHASE 2	9,579	5,588	-	5,588
POND MOWINGS	40,002	23,335	16,668	6,670
IRRIGATION & REPAIR - PHASE 2	3,500	2,042	-	2,042
FIELD MISCELLANEOUS	10,485	7,500	7,500	-
CONTINGENCY	5,000	2,195	2,195	-
NON-BUDGETED FUNDED EXPENDITURES	-	-	82,891	(82,891)
CAPITAL OUTLAY	-	-	-	-
TOTAL FIELD OPERATIONS	397,834	234,470	181,516	52,958
TOTAL EXPENDITURES	523,437	316,368	264,770	51,601
EXCESS OF REVENUE OVER (UNDER) EXPEND.	-	128,594	146,145	17,554
NET CHANGE IN FUND BALANCE	-	128,594	146,145	17,554
FUND BALANCE - BEGINNING	-	-	10,141	10,141
FUND BALANCE - ENDING	\$ -	\$ 128,594	\$ 156,286	\$ 27,695

Epperson Ranch CDD
Debt Service - Series 2015 A1
Statement of Revenue, Expenditures and Changes In Fund Balance
For The Period From October 1, 2017 through April 30, 2018

	ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS	\$ 206,356	\$ 206,355.81	\$ 180,369 (a)	\$ (25,987)
SPECIAL ASSESSMENT - OFF ROLL - other	230,139	8,094	10,792	2,698
SPECIAL ASSESSMENTS - OFF ROLL via lot Closing	-	-	147,940	147,940
INTEREST--INVESTMENT	-	-	2,868	2,868
MISCELLANEOUS REVENUE	-	-	-	-
TOTAL REVENUE	436,495	214,450	341,969	127,519
EXPENDITURES				
INTEREST EXPENSE (MAY & NOV 2018)	360,990	-	-	-
PRINCIPAL PAYMENT	70,000	-	-	-
TOTAL EXPENDITURES	430,990	-	-	-
EXCESS OF REVENUE OVER (UNDER) EXPEND.	5,505	214,450	341,969	127,519
OTHER FINANCING SOURCES (USES)				
TRANSFER IN	-	-	-	-
TRANSFER OUT (USES)	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
NET CHANGE IN FUND BALANCE	5,505	214,450	341,969	127,519
FUND BALANCE - BEGINNING	-	-	437,640	437,640
FUND BALANCE - ENDING	\$ 5,505	\$ 214,450	\$ 779,609	\$ 565,159

a) Budgeted assessments reported at gross and budget year to date and actuals reported net of collection fees and discount.

Epperson Ranch CDD
Debt Service - Series 2015 A2
Statement of Revenue, Expenditures and Changes In Fund Balance
For The Period From October 1, 2017 through April 30, 2018

	ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL (GROSS)	\$ 358,438	\$ 70,092	\$ 74,008	\$ 3,916
PREPAYMENTS	-	-	2,709,178	2,709,178
INTEREST--INVESTMENT	-	-	6,968	6,968
MISCELLANEOUS REVENUE	-	-	-	-
TOTAL REVENUE	358,438	70,092	2,790,154	2,720,062
EXPENDITURES				
INTEREST EXPENSE (MAY & NOV 2018)	358,438	-	-	-
PRINCIPAL PAYMENT -NOV 1, 2017	-	-	-	-
PRINCIPAL PREPAYMENT	-	-	1,325,391	(1,325,391)
TOTAL EXPENDITURES	358,438	-	1,325,391	(1,325,391)
EXCESS OF REVENUE OVER (UNDER) EXPEND.	-	70,092	1,464,763	1,394,671
NET CHANGE IN FUND BALANCE	-	70,092	1,464,763	1,394,671
FUND BALANCE - BEGINNING	-	-	328,650	328,650
FUND BALANCE - ENDING	\$ -	\$ 70,092	\$ 1,793,413	\$ 1,723,321

Epperson Ranch CDD
Debt Service - Series 2015 A3
Statement of Revenue, Expenditures and Changes In Fund Balance
For The Period From October 1, 2017 through April 30, 2018

	ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL (NET)	\$ 159,375	\$ -	\$ -	\$ -
INTEREST--INVESTMENT	-	-	246	246
MISCELLANEOUS REVENUE	-	-	-	-
TOTAL REVENUE	159,375	-	246	246
EXPENDITURES				
INTEREST EXPENSE (MAY & NOV 2018)	159,376	-	-	-
PRINCIPAL PAYMENT	-	-	-	-
FULL OPTIONAL REDEMPTION	-	-	2,531,641	(2,531,641)
TOTAL EXPENDITURES	159,376	-	2,531,641	(2,531,641)
EXCESS OF REVENUE OVER (UNDER) EXPEND.	-	-	(2,531,395)	(2,531,395)
OTHER FINANCING SOURCES (USES)				
BOND PROCEEDS	-	-	2,369,643	2,369,643
TRANSFER IN	-	-	-	-
TRANSFER OUT (USES)	-	-	(125)	(125)
TOTAL OTHER FINANCING SOURCES (USES)	-	-	2,369,518	2,369,518
NET CHANGE IN FUND BALANCE	-	-	(161,877)	(161,877)
FUND BALANCE - BEGINNING	-	-	161,875	161,875
FUND BALANCE - ENDING	\$ -	\$ -	\$ (2)	\$ (2)

Epperson Ranch CDD
Debt Service - Series 2017 A1
Statement of Revenue, Expenditures and Changes In Fund Balance
For The Period From October 1, 2017 through April 30, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUE	
SPECIAL ASSESSMENTS - ON/OFF ROLL (NET)	\$ 17,744
INTEREST--INVESTMENT	4,210
MISCELLANEOUS REVENUE	-
TOTAL REVENUE	<u><u>21,954</u></u>
 EXPENDITURES	
INTEREST EXPENSE (MAY & NOV 2018)	-
PRINCIPAL PAYMENT	-
COST OF ISSUANCE	264,469
TOTAL EXPENDITURES	<u><u>264,469</u></u>
 EXCESS OF REVENUE OVER (UNDER) EXPEND.	 (242,515)
 OTHER FINANCING SOURCES (USES)	
BOND PROCEEDS	1,453,183
TRANSFER IN	16,854
TRANSFER OUT (USES)	-
DISCOUNT ON BONDS	(91,024)
TOTAL OTHER FINANCING SOURCES (USES)	<u><u>1,379,013</u></u>
 NET CHANGE IN FUND BALANCE	 1,136,498
 FUND BALANCE - BEGINNING	 -
FUND BALANCE - ENDING	<u><u>\$ 1,136,498</u></u>

Epperson Ranch CDD
Debt Service - Series 2017 A2
Statement of Revenue, Expenditures and Changes In Fund Balance
For The Period From October 1, 2017 through April 30, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUE	
SPECIAL ASSESSMENTS - ON/OFF ROLL (NET)	\$ -
INTEREST--INVESTMENT	4,036
PREPAYMENTS	247,448
MISCELLANEOUS REVENUE	-
TOTAL REVENUE	<u><u>251,484</u></u>
 EXPENDITURES	
INTEREST EXPENSE (MAY & NOV 2018)	-
PRINCIPAL PAYMENT	-
COST OF ISSUANCE	286,838
TOTAL EXPENDITURES	<u><u>286,838</u></u>
 EXCESS OF REVENUE OVER (UNDER) EXPEND.	 (35,354)
 OTHER FINANCING SOURCES (USES)	
BOND PROCEEDS	1,587,469
TRANSFER IN	69
TRANSFER OUT (USES)	(16,798)
DISCOUNT ON BONDS	(214,415)
TOTAL OTHER FINANCING SOURCES (USES)	<u><u>1,356,325</u></u>
 NET CHANGE IN FUND BALANCE	 1,320,971
 FUND BALANCE - BEGINNING	 -
FUND BALANCE - ENDING	<u><u>\$ 1,320,971</u></u>

EPPERSON RANCH CDD
Construction Projects
Statement of Revenues, Expenses and Changes in Fund Balances
For The Period From October 1, 2017 through April 30, 2018

	2015 A ACTUAL YEAR-TO-DATE	2017 A1 ACTUAL YEAR-TO-DATE
REVENUE		
DEVELOPER FUNDING	\$ 452,306	\$ 105,213
INTEREST REVENUE	27	31,151
DISCOUNT (ASSESSMENTS)	-	-
MISCELLANEOUS REVENUE	-	-
TOTAL REVENUE	452,333	136,364
EXPENDITURES		
CONSTRUCTION IN PROGRESS - (Paid from GF)	179,028	105,213
CONSTRUCTION IN PROGRESS - (Paid fm Trust Fund)	-	9,341,965
TOTAL EXPENDITURES	179,028	9,447,178
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	273,305	(9,310,814)
OTHER FINANCING SOURCES (USES)		
BOND PROCEEDS	-	15,079,704
TRANSFER-IN	-	-
TRANSFER-OUT	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	15,079,704
NET CHANGE IN FUND BALANCE	273,305	5,768,890
FUND BALANCE - BEGINNING	(369,431)	(3,529,333)
FUND BALANCE - ENDING	\$ (96,126)	\$ 2,239,557

EPPERSON RANCH CDD
Bank Reconciliation -General Fund
April 30, 2018

	New BU Acct
Balance Per Bank Statement - BU	\$ 141,282.67
Less: Outstanding Checks	(1,435.66)
<i>Adjusted Bank Balance</i>	<u>\$ 139,847.01</u>
Beginning Balance - BU	\$ 158,441.92
Cash Receipts	39,415.91
Cash Disbursements	(58,010.82)
<i>Balance Per Books</i>	<u>\$ 139,847.01</u>

EPPEPERSON RANCH CDD

Check Register FY 2018

Date	Num	Name	Memo	Deposits	Disbursements	New Acct Balance
EOY Balance						8,306.92
10/02/2017	2330	Egis Insurance & Risk Advisors	Insurance FY 2018		5,300.00	3,006.92
10/03/2017		Epperson Ranch, LLC	GF 2017-29	5,000.00		8,006.92
10/04/2017	2331	Grandview Botanicals Landscape Co	Landscape Maint - September		5,000.00	3,006.92
10/13/2017	2336	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - October		921.00	2,085.92
10/13/2017	2337	PASCO COUNTY UTILITIES	7/19-8/18 - 7851 Curley Road		25.50	2,060.42
10/13/2017	2338	Venturesin.com, Inc.	Web Site Hosting - October		60.00	2,000.42
10/18/2017		Epperson Ranch, LLC	GF 2018-01	19,416.66		21,417.08
10/19/2017	2339	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - October & Dissemination/Construction Accounting Svcs		19,416.66	2,000.42
10/19/2017			DS 2015 A1 & A2	288,327.93		290,328.35
10/19/2017	2342	Epperson Ranch CDD c/o US Bank	DS 2015 A1 & A2		288,327.93	2,000.42
10/20/2017	2343	Withlacoochee River Electric	9/5-10/3 - Utility		718.06	1,282.36
10/24/2017		Shutts & Bowen	O & M (Shutts & Bowen)	4,601.07		5,883.43
10/24/2017		Shutts & Bowen	O & M (Shutts & Bowen)	4,596.50		10,479.93
10/26/2017	20171026	PAYCHEX	Qtr Fee		10.00	10,469.93
10/27/2017	2345	PASCO COUNTY UTILITIES	9/16-10/18 - Water		19.05	10,450.88
10/27/2017	2346	Straley Robin Vericker	Legal Svcs thru 10/15/17		1,400.10	9,050.78
EOM Balance				321,942.16	321,198.30	9,050.78
11/02/2017	2347	Steve Faison	Severence		336.00	8,714.78
11/02/2017		Epperson Ranch, LLC	GF 2017-30, 2017-31	9,083.50		17,798.28
11/03/2017	2349	Brightview Landscape Development	Landscape - PH 2 - September		3,333.50	14,464.78
11/03/2017	2350	Grandview Botanicals Landscape Co	Bush Hog Overpass Road & Fertilize - Overpass Rd - September		5,750.00	8,714.78
11/03/2017	2351	PASCO COUNTY UTILITIES	8/18-9/20 - 7851 Curley Road		19.05	8,695.73
11/03/2017	2352	Grandview Botanicals Landscape Co	Bush Hog-Overpass - October & Palm Tree Trimming-Overpass Road		5,945.00	2,750.73
11/03/2017	2353	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing - FY 2018		175.00	2,575.73
11/10/2017		Shutts & Bowen	O & M (Shutts & Bowen)	2,556.15		5,131.88
11/13/2017	2360	DOORKING, INC.	Gate Access - Activation & November		94.95	5,036.93
11/13/2017	2361	Venturesin.com, Inc.	Web Site Hosting - November		60.00	4,976.93
11/14/2017		Shutts & Bowen	O & M (Shutts & Bowen)	7,865.06		12,841.99
11/14/2017		Shutts & Bowen	O & M (Shutts & Bowen)	3,217.55		16,059.54
11/14/2017		Shutts & Bowen	O & M (Shutts & Bowen)	5,311.52		21,371.06
11/17/2017	2362	Withlacoochee River Electric Company	10/3-11/3 - Electricity		930.94	20,440.12
11/17/2017	ACH11172017	PAYCHEX	P/R Fees		55.50	20,384.62
11/17/2017	5047	IRA DRAPER	BOS Mtgs - 10/3 & 11/7/17		372.86	20,011.76
11/17/2017	5049DD	LORI PRICE	BOS Mtgs - 10/3 & 11/7/17		348.57	19,663.19
11/17/2017	5048	MICHAEL LAWSON	BOS Mtgs - 10/3 & 11/7/17		369.40	19,293.79
11/17/2017	ACH11172017	PAYCHEX	BOS Mtgs - 10/3 & 11/7/17		204.99	19,088.80
11/21/2017		Epperson Ranch, LLC	GF 2017-32- 2018-02,03	21,337.16		40,425.96
11/22/2017	2365	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - November		921.00	39,504.96
11/22/2017	2366	Brightview Landscape Development	Pond Mowing PH 2 & P - Jul, Aug, Oct		9,999.50	29,505.46
11/22/2017	2367	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - November		5,416.66	24,088.80
11/22/2017	2368	Grandview Botanicals Landscape Co	Landscape Maint - November		5,000.00	19,088.80
11/22/2017	2369	TIMES PUBLISHING COMPANY	Legal Ad		172.00	18,916.80
11/22/2017	2370	USA Services	Power Sweep - October		375.00	18,541.80
11/28/2017	2371	Grandview Botanicals Landscape Co	Bush Hog, Herbicide, String trim - November		3,000.00	15,541.80
11/28/2017	2373	PASCO COUNTY UTILITIES	10/18-11/17 - Overpass Amenity Ctr Road		19.05	15,522.75
11/28/2017	2374	RESIDENCE INN TAMPA NORTHPOINTE	Meeting Room - 12/5/17		180.00	15,342.75
11/28/2017	2375	USA Services	Power Sweep - November		250.00	15,092.75
11/29/2017		Mike Fasano Tax Collector Pasco County	Tax Collections	13,361.57		28,454.32
11/30/2017		Mike Fasano Tax Collector Pasco County	Tax Collection Distribution	2,764.46		31,218.78
EOM Balance				65,496.97	43,328.97	31,218.78
12/01/2017	2376	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - December		5,416.66	25,802.12
12/01/2017	2377	Stantec Consulting Services, Inc	Engineering Svcs thru 11/10/17		800.00	25,002.12
12/07/2017		Shutts & Bowen	O & M (Shutts & Bowen)	7,865.06		32,867.18
12/12/2017		Mike Fasano Tax Collector Pasco County	11/21-11/27/17 - Tax Collections	12,747.24		45,614.42
12/14/2017	2380	DOORKING, INC.	11/2-12/1 - Gate Access		39.95	45,574.47
12/14/2017	2381	PASCO COUNTY UTILITIES	9/20-11/16 - Water		1,323.67	44,250.80
12/14/2017	2382	USA Services	Power Sweep - November		250.00	44,000.80
12/14/2017	2383	Venturesin.com, Inc.	Web Site Hosting - December		60.00	43,940.80
12/14/2017	2384	Withlacoochee River Electric Company	11/3-12/5 - Electricity		942.09	42,998.71
12/14/2017	2385	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - December		921.00	42,077.71
12/14/2017	2386	Straley Robin Vericker	Legal Svcs thru 11/15/17		1,012.31	41,065.40
12/18/2017		Shutts & Bowen	O & M (Shutts & Bowen)	2,556.15		43,621.55
12/19/2017	2387	USA Services	Power Sweep - December		250.00	43,371.55
12/20/2017		Mike Fasano Tax Collector Pasco County	12/1-12/14/17 Tax Collections	71,108.10		114,479.65
12/20/2017		Mike Fasano Tax Collector Pasco County	VOID 12/1-12/6/17 Tax Collections	0.00		114,479.65
12/28/2017	12282017	DELUXE BUS SYS.	Checks		104.06	114,375.59
12/29/2017		Mike Fasano Tax Collector Pasco County	VOID 12/4-12/17/17 - Tax Collections	0.00		114,375.59
EOM Balance				94,276.55	11,119.74	114,375.59
01/01/2018	2388	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - January		5,416.66	108,958.93
01/04/2018	2389	Epperson Ranch CDD c/o US Bank	Tax Collection Distribution c/o US Bank		19,107.74	89,851.19
01/04/2018	2390	PASCO COUNTY UTILITIES	10/27-11/29 - Water		83.56	89,767.63
01/04/2018	2391	Stantec Consulting Services, Inc	Engineering Svcs thru 12/8/17		1,974.55	87,793.08
01/04/2018	2392	Straley Robin Vericker	Legal Svcs thru 12/15/17		75.50	87,717.58
01/04/2018	2393	US Bank	Trustee Fees - Series 2015A-1,2,3		5,387.50	82,330.08
01/04/2018	2394	USA Services	Power Sweep - December		750.00	81,580.08
01/05/2018	2395	Brightview Landscape Development	Landscape Maint - Pond Mowing - November		3,333.50	78,246.58
01/05/2018	2396	Grandview Botanicals Landscape Co	Fertilization - November & Landscape Maint - Overpass Road - December		8,000.00	70,246.58
01/05/2018	2397	Grandview Botanicals Landscape Co	Pine Straw		3,900.00	66,346.58
01/05/2018		Mike Fasano Tax Collector Pasco County	12/28/17 - Tax Collections	79,003.13		145,349.71
01/05/2018		Shutts & Bowen	O & M (Shutts & Bowen)	3,319.70		148,669.41
01/05/2018		Shutts & Bowen	O & M (Shutts & Bowen)	5,975.46		154,644.87
01/11/2018		Shutts & Bowen	O & M (Shutts & Bowen)	4,136.85		158,781.72
01/16/2018		Shutts & Bowen	O & M (Shutts & Bowen)	3,370.74		162,152.46
01/17/2018	2399	Grandview Botanicals Landscape Co	Landscape Maint - Overpass Road - October		5,000.00	157,152.46
01/17/2018	2400	USA Services	Power Sweep - November- January		1,375.00	155,777.46
01/17/2018	2401	Venturesin.com, Inc.	Web Site Hosting - January		60.00	155,717.46
01/17/2018	2402	Withlacoochee River Electric Company	12/5-1/4-Electricity		1,051.96	154,665.50
01/17/2018	2403	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - January		921.00	153,744.50

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				New Acct		
Date	Num	Name	Memo	Deposits	Disbursements	Balance
01/17/2018	2404	Brightview Landscape Development	Landscape Maint - December		3,333.50	150,411.00
01/19/2018	2405	BUSINESS OBSERVER	Legal Ad		170.00	150,241.00
01/19/2018	2406	Epperson Ranch CDD c/o US Bank	Tax Collection Distribution c/o US Bank		126,884.17	23,356.83
01/19/2018		Mike Fasano Tax Collector Pasco County	Tax Collections	22,501.29		45,858.12
01/19/2018		Epperson Ranch	Key Fobs	180.00		46,038.12
01/22/2018	2407	PATRICK LARRABEE	Travel - November		30.50	46,007.62
01/25/2018	2410	Stantec Consulting Services, Inc	Engineering Svcs thru 10/13/17		876.00	45,131.62
01/29/2018	2411	USA Services	Power Sweep - January		437.50	44,694.12
01/30/2018	2412	Brightview Landscape Development	Landscape Maint - January		3,333.50	41,360.62
01/30/2018	2413	TIMES PUBLISHING COMPANY	Legal Ad		114.40	41,246.22
01/31/2018		Shutts & Bowen	O & M (Shutts & Bowen)	5,623.53		46,869.75
01/31/2018		Epperson Ranch LLC	CF 2017-03	4,880.00		51,749.75
EOM Balance				128,990.70	191,616.54	51,749.75
02/01/2018	2412	Heldt Design	CF 2017-03		4,880.00	46,869.75
02/01/2018	2415	PASCO COUNTY UTILITIES	11/29-1/8 - Water		109.94	46,759.81
02/06/2018	2416	IRA DRAPER	BOS Mtg 2/5/18 - Mileage		4.36	46,755.45
02/07/2018		Shutts & Bowen	O & M (Shutts & Bowen)	2,808.95		49,564.40
02/09/2018	2417	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - February		921.00	48,643.40
02/09/2018	2418	DOORKING, INC.	12/2-1/1 - Gate Access Control		39.95	48,603.45
02/09/2018	2419	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - February		5,416.66	43,186.79
02/09/2018	2420	Gate Pros	VOID Gate Repairs		0.00	43,186.79
02/09/2018	2421	Grandview Botanicals Landscape Co	Landscape Maint - Overpass Rd - January		5,000.00	38,186.79
02/09/2018	2422	Straley Robin Vericker	Legal Svcs thru 1/15/18		456.50	37,730.29
02/09/2018	2423	USA Services	Power Sweep - January		312.50	37,417.79
02/09/2018	2424	Venturesin.com, Inc.	Web Site Hosting - February		60.00	37,357.79
02/12/2018	2425	USA Services	Power Sweep - Jan - Feb		1,312.50	36,045.29
02/14/2018	2426	PATRICK LARRABEE	Travel - December		112.08	35,933.21
02/15/2018	20180102	PAYCHEX	P/R Fees		132.00	35,801.21
02/20/2018	2427	Gate Pros	Key Fobs		700.00	35,101.21
02/20/2018	2428	Grandview Botanicals Landscape Co	Bedding Plants		906.50	34,194.71
02/20/2018	2429	USA Services	Power Sweep - February		500.00	33,694.71
02/20/2018	2430	Withlacoochee River Electric Company	1/4-2/5 - Electricity		1,133.42	32,561.29
02/20/2018		Mike Fasano Tax Collector Pasco County	1/1-1/31 - Tax Collection	32,605.53		65,166.82
02/21/2018	2431	H2 Pool Services	Water Feature - July-Feb		12,000.00	53,166.82
02/23/2018	2432	PASCO COUNTY UTILITIES	12/27-1/26 - 7851 Curley Road		53.55	53,113.27
02/23/2018		Shutts & Bowen	O & M (Shutts & Bowen)	663.94		53,777.21
02/27/2018	2433	DOORKING, INC.	1/2-2/1 - Gate Access		49.95	53,727.26
02/27/2018	2434	Grandview Botanicals Landscape Co	Bush Hog Around Lagoon (received inv 2/20/18)		2,100.00	51,627.26
02/27/2018	2435	PASCO COUNTY UTILITIES	1/18-2/15 - Overpass Amenity Ctr Road		20.96	51,606.30
02/27/2018	2436	Straley Robin Vericker	Legal Svcs thru 2/15/18		2,290.00	49,316.30
02/27/2018		Shutts & Bowen	O & M (Shutts & Bowen)	1,453.75		50,770.05
02/28/2018		DR Horton	O & M & DS - (DR Horton)	16,308.24		67,078.29
02/28/2018	ACH02282018	PAYCHEX	P/R Fees		55.50	67,022.79
02/28/2018	5050	IRA DRAPER	BOS Mtg - 2/6/18		184.70	66,838.09
02/28/2018	5052DD	LORI PRICE	BOS Mtg - 2/6/18		184.70	66,653.39
02/28/2018	5051	MICHAEL LAWSON	BOS Mtg - 2/6/18		184.70	66,468.69
02/28/2018	ACH02282018	PAYCHEX	BOS Mtg - 2/6/18		91.80	66,376.89
EOM Balance				53,840.41	39,213.27	66,376.89
03/05/2018	2438	Withlacoochee River Electric Company	Temporary Lighting		15,800.60	50,576.29
03/06/2018	2439	Epperson Ranch CDD c/o US Bank	Assessments		10,792.46	39,783.83
03/06/2018	2440	Epperson Ranch CDD c/o US Bank	Tax Collection Distribution c/o US Bank		8,924.98	30,858.85
03/06/2018	2441	Grandview Botanicals Landscape Co	Clean Up Curly Road - 3 Days (received inv 2/20/18)		7,500.00	23,358.85
03/07/2018		Epperson Ranch, LLC	O & M Assessments	156,950.74		180,309.59
03/08/2018	2442	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - March		5,416.66	174,892.93
03/09/2018	2443	Grandview Botanicals Landscape Co	Landscape Maint - Overpass Road - February & Fertilize - January		8,000.00	166,892.93
03/09/2018	2444	USA Services	Power Sweep - January		1,000.00	165,892.93
03/12/2018	2445	Brightview Landscape Development	Landscape Maint - February		3,333.50	162,559.43
03/12/2018	2446	Grandview Botanicals Landscape Co	Landscape Maint - March		5,000.00	157,559.43
03/12/2018	2447	IRA DRAPER	Mileage - BOS Mtg 3/6/18		7.08	157,552.35
03/12/2018	2448	RESIDENCE INN TAMPA NORTHPOINTE	Meeting Room - 3/6/18		180.00	157,372.35
03/12/2018	2449	Stantec Consulting Services, Inc	Engineering Svcs thru 2/16/18		3,075.00	154,297.35
03/12/2018	2450	USA Services	Power Sweep - February 17, 23		750.00	153,547.35
03/12/2018	2451	Venturesin.com, Inc.	Web Site Hosting - March		60.00	153,487.35
03/12/2018		Shutts & Bowen	O & M (Shutts & Bowen)	3,578.61		157,065.96
03/15/2018	2452	LLS Tax Solutions Inc.	Arbitrage Series 2015A-1 - 2015A-2		1,300.00	155,765.96
03/15/2018	2453	USA Services	Power Sweep - March 2, 10		687.50	155,078.46
03/15/2018	2454	Withlacoochee River Electric Company	2/5-3/5 - Electricity		1,014.22	154,064.24
03/21/2018	2457	RESIDENCE INN TAMPA NORTHPOINTE	Room Rental - 4/3/18		180.00	153,884.24
03/21/2018	2458	Gate Pros	Gate Repairs		180.00	153,704.24
03/22/2018	2459	USA Services	Power Sweep - March 17		500.00	153,204.24
03/22/2018		Mike Fasano Tax Collector Pasco County	2/1-2/28 - Tax Collections	10,749.08		163,953.32
03/23/2018	2460	PASCO COUNTY UTILITIES	2/15-3/15 - Overpass Amenity Ctr Road		20.96	163,932.36
03/23/2018	2461	Straley Robin Vericker	Legal Svcs thru 3/15/18		292.00	163,640.36
03/26/2018	2462	PATRICK LARRABEE	Travel - January		116.74	163,523.62
03/26/2018		Epperson Ranch, LLC	Key Fobs	40.00		163,563.62
03/28/2018	2463	Epperson Ranch CDD c/o US Bank	Tax Collection Distribution c/o US Bank		7,113.52	156,450.10
03/28/2018		Shutts & Bowen	O & M (Shutts & Bowen)	1,991.82		158,441.92
EOM Balance				173,310.25	81,245.22	158,441.92
04/01/2018	2464	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - April		5,416.66	153,025.26
04/03/2018		Shutts & Bowen	O & M (Shutts & Bowen)	6,134.76		159,160.02
04/13/2018	2467	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - April		921.00	158,239.02
04/13/2018	2468	DOORKING, INC.	Gate Access - 2/2-4/1		89.90	158,149.12
04/13/2018	2469	Gate Pros	Transmitters & Access Cards		41,460.00	116,689.12
04/13/2018	2470	Grau and Associates	Audit FY 2017		3,000.00	113,689.12
04/13/2018	2471	IRA DRAPER	Mileage - BOS Mtg 4-3-18		3.27	113,685.85
04/13/2018	2472	PASCO COUNTY UTILITIES	1/26-2/26 - 7851 Curly Road		85.22	113,600.63
04/13/2018	2473	RESIDENCE INN TAMPA NORTHPOINTE	Room Rental - May 1, 2018		180.00	113,420.63
04/13/2018	2474	Stantec Consulting Services, Inc	Engineering Svcs thru 3/16/18		1,953.48	111,467.15
04/13/2018	2475	USA Services	Power Sweep - 12/9/17, 3/23 & 31		927.50	110,539.65

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				Deposits	Disbursements	New Acct Balance
Date	Num	Name	Memo			
04/13/2018	2476	Withlacoochee River Electric Company	3/5-4/4 - 31650 Epperson Blvd, 7851 Curley Rd		1,241.39	109,298.26
04/13/2018	2477	Venturesin.com, Inc.	Web Site Hosting - April		60.00	109,238.26
04/16/2018	2478	Grau and Associates	Audit Confirmation		69.00	109,169.26
04/18/2018	2479	Earth Tech Property Solutions	Ant Treatment		185.00	108,984.26
04/18/2018	2480	USA Services	Power Sweep - 4/7/18		437.50	108,546.76
04/23/2018		Shutts & Bowen	O & M (Shutts & Bowen)	1,991.82		110,538.58
04/23/2018	2481	Straley Robin Vericker	Legal Svcs thru 4/15/18		1,980.90	108,557.68
04/26/2018		Mike Fasano Tax Collector Pasco County	3/1-3/31/18 - Tax Collections	27,710.72		136,268.40
04/26/2018		Shutts & Bowen	O & M (Shutts & Bowen)	3,578.61		139,847.01
EOM Balance				39,415.91	58,010.82	139,847.01

EXHIBIT 3.

EXHIBIT 4.

RESOLUTION 2018-05_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2018/2019;
SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA
LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION
REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“Board”) of the Epperson Ranch Community Development District (“District”) prior to June 15, 2018, a proposed operations and maintenance budget for Fiscal Year 2018/2019; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

1. **BUDGET APPROVED.** The operating budget proposed by the District Manager for Fiscal Year 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: August 7, 2018

HOUR: 6:00 p.m.

LOCATION: Residence Inn
2101 Northpoint Parkway
Lutz, Florida

3. **TRANSMITTAL OF BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed budget to Pasco County, Florida at least 60 days prior to the hearing date set above.

4. **POSTING OF BUDGETS.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved proposed budget on the District's website at least two days before the budget hearing date as set forth in section 2.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

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

PASSED AND ADOPTED THIS 5TH DAY OF JUNE, 2018.

ATTEST:

**EPPERSON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Signature

Printed Name

Printed Name

Title:

- ☐ Secretary
- ☐ Assistant Secretary

Title:

- ☐ Chair of the Board of Supervisors
- ☐ Vice Chair of the Board of Supervisors

Exhibit A: Proposed FY 2018/2019 Budget

EXHIBIT 5.

**EPPERSON RANCH
COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2017**

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Epperson Ranch Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Epperson Ranch Community Development District, Pasco County, Florida ("District") as of and for the fiscal year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

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, 2017, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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, 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 Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 30, 2018 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, grant agreements and other matters. The purpose of that report is 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 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.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated April 30, 2018, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

April 30, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Epperson Ranch Community Development District, Pasco County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2017. 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.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$6,840,797.
- The change in the District's total net position in comparison with the prior fiscal year was \$8,131,251 an increase. 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, 2017, the District's governmental funds reported combined ending fund balance deficits of (\$1,574,617), a decrease of \$(6,002,200) in comparison with the prior year. The total fund balance is restricted for debt service, non-spendable for prepaid items, with the remainder is unassigned deficit fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is 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 distinguish functions of the District that are principally supported by Developer contributions and assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management), and maintenance functions.

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. All of the funds of the District can be attributed to one 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 balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. 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, debt service fund, and capital projects fund, all of which are considered to be 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, assets exceeded liabilities 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,			
	2017	2016	
Current and other assets	\$ 4,738,320	\$ 5,556,210	
Capital assets, net	21,507,085	9,155,070	
Total assets	26,245,405	14,711,280	
Current liabilities	6,655,422	1,516,686	
Long-term liabilities	12,749,186	14,485,048	
Total liabilities	19,404,608	16,001,734	
Net position			
Net investment in capital assets	8,757,899	(2,535,577)	
Restricted	1,981,661	1,245,804	
Unrestricted	(3,898,763)	(681)	
Total net position	\$ 6,840,797	\$ (1,290,454)	

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future pending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position increased during the most recent fiscal year. The majority of the increase was due to Developer contributions for the cost of capital assets.

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

	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2017	2016
Revenues:		
Program revenues		
Charges for services	\$ 3,468,328	\$ 131
Operating grants and contributions	214,191	458,775
Capital grants and contributions	5,658,850	402
Total revenues	9,341,369	459,308
Expenses:		
General government	113,532	93,140
Maintenance and operations	181,369	197,894
Bond issue costs	-	616,935
Interest on long-term debt	915,217	878,213
Total expenses	1,210,118	1,786,182
Change in net position	8,131,251	(1,326,874)
Net position - beginning	(1,290,454)	36,420
Net position - ending	\$ 6,840,797	\$ (1,290,454)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2017 was \$1,210,118. The costs of the District's activities were partially funded by program revenues. As in the prior fiscal year, program revenues are comprised primarily of Developer contributions. The decrease in expenses is primarily due to the District issuing bonds in the prior fiscal year and incurring issuance costs as a result.

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 did not exceed appropriations for the fiscal year ended September 30, 2017, the current fiscal year.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2017, the District had \$21,507,085 invested in capital assets for its governmental activities. More detailed information about the District's capital assets is presented in the notes to the financial statements.

Capital Debt

At September 30, 2017, the District had \$13,055,000 in bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does anticipate the continued construction of its infrastructure for subsequent fiscal years. In addition, it is anticipated that the general operations of the District will increase.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the District's Finance Department at 1060 Maitland Center Commons Blvd, Suite 340, Maitland, Florida, 32751.

FINANCIAL STATEMENTS

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2017**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 8,307
Due from Developer	2,400,061
Assessments receivable	288,328
Prepays and deposits	3,346
Restricted assets:	
Investments	2,038,278
Capital assets	
Non-depreciable assets	<u>21,507,085</u>
Total assets	<u>26,245,405</u>
 LIABILITIES	
Accounts payable and accrued expenses	36,261
Contracts and retainage payable	6,276,676
Accrued interest payable	342,485
Non-current liabilities:	
Due within one year	70,000
Due in more than one year	<u>12,679,186</u>
Total liabilities	<u>19,404,608</u>
 NET POSITION	
Net investment in capital assets	8,757,899
Restricted	1,981,661
Unrestricted	<u>(3,898,763)</u>
Total net position	<u>\$ 6,840,797</u>

See notes to the financial statements

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary government:					
Governmental activities:					
General government	\$ 113,532	\$ -	\$ 209,268	\$ -	\$ 95,736
Maintenance and operations	181,369	86,316	-	5,658,850	5,563,797
Interest on long-term debt	915,217	3,382,012	4,923	-	2,471,718
Total governmental activities	1,210,118	3,468,328	214,191	5,658,850	8,131,251
					8,131,251
					(1,290,454)
					<u>\$ 6,840,797</u>

See notes to the financial statements

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017**

	Major Funds			Total
	General	Debt Service	Capital Project	Governmental Funds
ASSETS				
Cash	\$ 8,307	\$ -	\$ -	\$ 8,307
Investments	-	2,035,818	2,460	2,038,278
Due from Developer	24,609	-	2,375,452	2,400,061
Assessments receivable	-	288,328	-	288,328
Prepays and deposits	3,346	-	-	3,346
Total assets	<u>\$ 36,262</u>	<u>\$ 2,324,146</u>	<u>\$ 2,377,912</u>	<u>\$ 4,738,320</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued expenses	\$ 36,261	\$ -	\$ -	\$ 36,261
Contracts and retainage payable	-	-	6,276,676	6,276,676
Total liabilities	<u>36,261</u>	<u>-</u>	<u>6,276,676</u>	<u>6,312,937</u>
Fund balances:				
Nonspendable:				
Prepaid items	3,346	-	-	3,346
Restricted for:				
Debt service	-	2,324,146	-	2,324,146
Unassigned	(3,345)	-	(3,898,764)	(3,902,109)
Total fund balances	<u>1</u>	<u>2,324,146</u>	<u>(3,898,764)</u>	<u>(1,574,617)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 36,262</u>	<u>\$ 2,324,146</u>	<u>\$ 2,377,912</u>	<u>\$ 4,738,320</u>

See notes to the financial statements

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET-
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2017**

Fund balance - governmental funds \$ (1,574,617)

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.

Cost of capital assets	21,507,085	
Accumulated depreciation	<u>-</u>	21,507,085

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(342,485)	
Original issue discount/premium	319,952	
Amortization of original issue discount/premium	(14,138)	
Bonds payable	<u>(13,055,000)</u>	<u>(13,091,671)</u>
Net position of governmental activities		<u><u>\$ 6,840,797</u></u>

See notes to the financial statements

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017**

	Major Funds			Total
	General	Debt Service	Capital Project	Governmental Funds
REVENUES				
Assessments	\$ 86,315	\$ 3,382,012	\$ -	\$ 3,468,327
Developer contributions	209,268	-	5,655,935	5,865,203
Interest and other revenues	-	4,923	2,915	7,838
Total revenues	295,583	3,386,935	5,658,850	9,341,368
EXPENDITURES				
Current:				
General government	113,532	-	-	113,532
Maintenance and operations	159,687	-	-	159,687
Debt service:				
Principal	-	1,750,000	-	1,750,000
Interest	-	946,652	-	946,652
Capital outlay	21,682	-	12,352,015	12,373,697
Total expenditures	294,901	2,696,652	12,352,015	15,343,568
Excess (deficiency) of revenues over (under) expenditures	682	690,283	(6,693,165)	(6,002,200)
Fund balances - beginning	(681)	1,633,863	2,794,401	4,427,583
Fund balances - ending	\$ 1	\$ 2,324,146	\$ (3,898,764)	\$ (1,574,617)

See notes to the financial statements

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO 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, 2017**

Net change in fund balances - total governmental funds	\$ (6,002,200)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	12,352,016
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	1,750,000
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(14,138)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	45,573
Change in net position of governmental activities	\$ 8,131,251

See notes to the financial statements

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Epperson Ranch Community Development District (the "District") was created by Pasco County Ordinance 14-13 enacted on July 8, 2014 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 landowners of the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2017, all of the Board members are affiliated with Epperson Ranch, LLC (the "Developer").

The Board has the responsibility for:

1. Allocating 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 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 are 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, including debt service assessments and operations and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefitted by the District's activities. Assessments are certified for collection by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefitted lands in the District. Debt service special assessments are imposed upon certain lots and lands described in each resolution imposing the special assessment for each series of Bonds issued by the District.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only 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 government 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.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

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 Interlocal 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.

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.

Inventories and Prepaid Items

Inventories in governmental funds are recorded as expenditures when consumed rather than when purchased.

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 governmental 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 estimated fair market 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.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

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 ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when 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

Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s). For example, the District would record deferred outflows of resources on the statement of net position related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s). For example, when an asset is recorded in the governmental fund financial statements, but the revenue is unavailable, the District reports a deferred inflow of resources on the balance sheet until such times as the revenue becomes available.

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.

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.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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) A public hearing is conducted to obtain 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 appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

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.

Investments

The District's investments were held as follows at September 30, 2017:

	Amortized Cost	Credit Risk	Weighted average Maturities
First American Treasury Obligations Fund CL Y	\$ 2,038,278	S&P AAAM	23 days
Total Investments	<u>\$ 2,038,278</u>		

Custodial credit risk – For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk.

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2017 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 9,155,070	\$ 12,352,015	\$ -	\$ 21,507,085
Total capital assets, not being depreciated	9,155,070	12,352,015	-	21,507,085
Governmental activities capital assets, net	\$ 9,155,070	\$ 12,352,015	\$ -	\$ 21,507,085

The total estimated infrastructure cost is estimated at \$64,079,000. The will include roadways; potable water, wastewater, and stormwater systems; amenities; and landscaping. In the prior fiscal year, the District issued \$14,805,000 in Series 2015 Bonds to finance a portion of Phase 1 of the construction project. The remainder of the project is expected to be funded from additional Bond issuances or by the Developer. Upon completion, certain infrastructure will be conveyed to others for maintenance and operation.

NOTE 6 – LONG-TERM LIABILITIES

On October 15, 2015 the District issued \$14,805,000 of Capital Improvement Revenue Bonds, Series 2015 consisting of \$5,800,000 Term Bonds Series 2015A-1 due on November 1, 2046 with a fixed interest rate of 6.300%, \$6,505,000 Term Bonds Series 2015A-2 due on November 1, 2035 with a fixed interest rate of 6.250%, and \$2,500,000 Term Bonds Series 2015A-3 due on November 1, 2035 with a fixed interest rate of 6.375%. The bonds were issued to finance the cost of acquiring, constructing and equipping certain assessable improvements. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2018 through November 1, 2046.

The Series 2015 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District prepaid \$1,750,000 of the Bonds. See Note 11 - Subsequent Events for additional call amount subsequent to the fiscal year end.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2017.

Changes in long-term liability activity for the fiscal year ended September 30, 2017 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2015A-1	\$ 5,800,000	\$ -	\$ -	\$ 5,800,000	\$ 70,000
Less: Original Issuance Discount	148,857		5,133	143,724	-
Series 2015A-2	6,505,000		1,750,000	4,755,000	-
Less: Original Issuance Discount	123,595		6,505	117,090	-
Series 2015A-3	2,500,000		-	2,500,000	-
Less: Original Issuance Discount	47,500		2,500	45,000	-
Total	<u>\$ 14,485,048</u>	<u>\$ -</u>	<u>\$ 1,764,138</u>	<u>\$ 12,749,186</u>	<u>\$ 70,000</u>

At September 30, 2017, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2018	\$ 70,000	\$ 819,759	\$ 889,759
2019	75,000	815,192	890,192
2020	80,000	810,310	890,310
2021	85,000	805,112	890,112
2022	90,000	799,599	889,599
2023-2027	535,000	3,903,654	4,438,654
2028-2032	730,000	3,705,991	4,435,991
2033-2037	8,240,000	2,832,294	11,072,294
2038-2042	1,335,000	792,386	2,127,386
2043-2047	1,815,000	300,041	2,115,041
Total	<u>\$ 13,055,000</u>	<u>\$ 15,584,338</u>	<u>\$ 28,639,338</u>

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer owns all of the land within the District and has agreed to fund the operations of the District. In connection with that agreement, Developer contributions to the general fund were \$209,268 for the current fiscal year, which includes a receivable of \$24,609 at September 30, 2017. Developer contributions to the capital projects fund were \$5,655,935 for the current fiscal year, which includes a receivable of \$2,375,452 at September 30, 2017.

NOTE 8 – 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 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform services, which include financial and accounting 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 10 – 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; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 11 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$915,000 of the Series 2015A-2 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

Bond Refinancing

Subsequent to fiscal year end, the District issued \$20,490,000 of Series 2017 Capital Improvement Revenue Bonds to fund the 2017 project and refinance a portion of the Series 2015 Bonds.

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ -	\$ 86,315	\$ 86,315
Developer contributions	523,437	209,268	(314,169)
Total revenues	<u>523,437</u>	<u>295,583</u>	<u>(227,854)</u>
EXPENDITURES			
Current:			
General government	104,437	113,532	(9,095)
Maintenances and operations	419,000	159,687	259,313
Capital outlay	-	21,682	(21,682)
Total expenditures	<u>523,437</u>	<u>294,901</u>	<u>228,536</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	682	<u>\$ 682</u>
Fund balance - beginning		<u>(681)</u>	
Fund balance - ending		<u>\$ 1</u>	

See notes to required supplementary information

**EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PASCO 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 did not exceed appropriations for the fiscal year ended September 30, 2017, the current fiscal year.



**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
Epperson Ranch Community Development District
Pasco 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 Epperson Ranch Community Development District, Pasco County, Florida ("District") as of and for the fiscal year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 30, 2018.

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 may exist that have not been identified.

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.

April 30, 2018



**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
Epperson Ranch Community Development District
Pasco County, Florida

We have examined Epperson Ranch Community Development District, Pasco 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, 2017. 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.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2017.

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 Epperson Ranch Community Development District, Pasco County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

April 30, 2018



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Epperson Ranch Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Epperson Ranch Community Development District, Pasco County, Florida (the "District") as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated April 30, 2018.

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 April 30, 2018, 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 of 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 Epperson Ranch Community Development District, Pasco County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank the District 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.

April 30, 2018

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

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.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2016.

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, 2017.

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, 2017.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes agrees with the September 30, 2017 financial audit report.

6. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

7. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2017. 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.

EXHIBIT 6.



Epperson Ranch CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled - Monthly

Inspection Date: 5/9/2018

Prepared for:

Mr. Paul Cusmano

Senior Manager

DPFG

15310 Amberly Drive, Suite #175

Tampa, Florida 33647

Prepared by:

Peter Simoes, Account Representative/Biologist

Aquatic Systems, Inc. – Wesley Chapel Field Office

Corporate Headquarters

2100 N.W. 33rd Street, Pompano Beach, FL 33069

1-800-432-4302

Site: 9**Comments:** Site looks good

Pond #9 was noted with low water clarity during today's inspection (likely due to nearby construction). Water clarity is anticipated to improve once the loose sediment throughout the pond has settled from the water column to the pond floor.

Site: 20**Comments:** Normal growth observed

Minor Algae was present along the immediate perimeter of Pond #20, which will be treated during our upcoming scheduled visits.

Site: 22**Comments:** Normal growth observed

Minor Algae was present within Pond #22, which will be treated during our upcoming scheduled visits. Planting native vegetation may be recommended to deter future nuisance growth and improve bank stability.

Site: 36**Comments:** Normal growth observed

Overall, Pond #36 looked good. The sporadic patches of Algae will be treated during our upcoming scheduled maintenance visits. Algal development is common adjacent to active construction due to increased nutrient input from runoff.

Site: 35**Comments:** Normal growth observed

The shorelines of Pond #35 looked good during today's inspection. Minimal patches of Algal growth were present along the perimeter, which will be treated during our scheduled treatment dates. The exposed shorelines continue to look good.

Site: 38**Comments:** Normal growth observed

Pond #38 was identified with minor Algal growth among the desirable vegetation. The Algae will be targeted during our upcoming visits and is expected to clear within 10-14 days following application. The native plant material will continue to be promoted to improve nutrient uptake and deter future development of nuisance species.

Site: 37**Comments:** Normal growth observed

Above average Algal growth was present along the banks of Pond #37, likely due to the input of nutrients from nearby construction sites. Should Algal blooms and water clarity issues persist following construction an Alum application may be recommended to reduce nutrient levels.

Site: 13**Comments:** Normal growth observed

Minor Algae, terrestrial plant species, and Smartweed were present along the exposed shorelines of Pond #13, all of which will be treated during our upcoming scheduled treatment dates. Positive results may be visible within 14-21 days following herbicide application.

Site: 14**Comments:** Normal growth observed

Sporadic patches of Algae were present within Pond #14, which will be targeted during our upcoming scheduled maintenance visits.

Site: 14s**Comments:** Normal growth observed

Algal development was identified within the shallow areas of Pond #14s, which will be treated during our upcoming scheduled visits. Planting native vegetation within this pond is recommended to occupy the shallow areas and deter nuisance growth.

Site: 12

Comments: Normal growth observed

Overall, Pond #12 looked good. Positive results following last month's herbicide application were noted during today's inspection.

Management Summary

Anticipated within ponds adjacent to active construction sites, minor to moderate Algal growth and increased turbidity were noted within many of the inspected water-bodies. All ponds will continue to be treated for Algae during our routine scheduled visits. Algae is expected to clear within 10-14 days following application. Should low water clarity and Algal blooms persist following construction, a Lake Assessment may be recommended to determine the pond's water quality and generate an effective plan of action.

Although low water levels have exposed nutrient rich soil to terrestrial weeds, only pond #22 was identified with minor rush species and Pond #13 with above average growth of Smartweed, both of which will be treated during our routine scheduled visits. Positive results may be expected within 14-21 days following herbicide application.

Lastly, above average volumes of construction debris were present along the perimeter of Pond #37.

ASI recommends planting native vegetation along the perimeter of ponds experiencing minor Algal blooms to improve the pond's water quality, soil stability, and deter nuisance invasive growth. A planting proposal may be generated upon request.

Recommendations/Action Items

- Monitor Turbidity Levels Within Each Waterway.
- Target new growth of Filamentous Algae.
- Treat minor shoreline weeds within Ponds #13 and #22.

Thank you for choosing Aquatic Systems, Inc.!

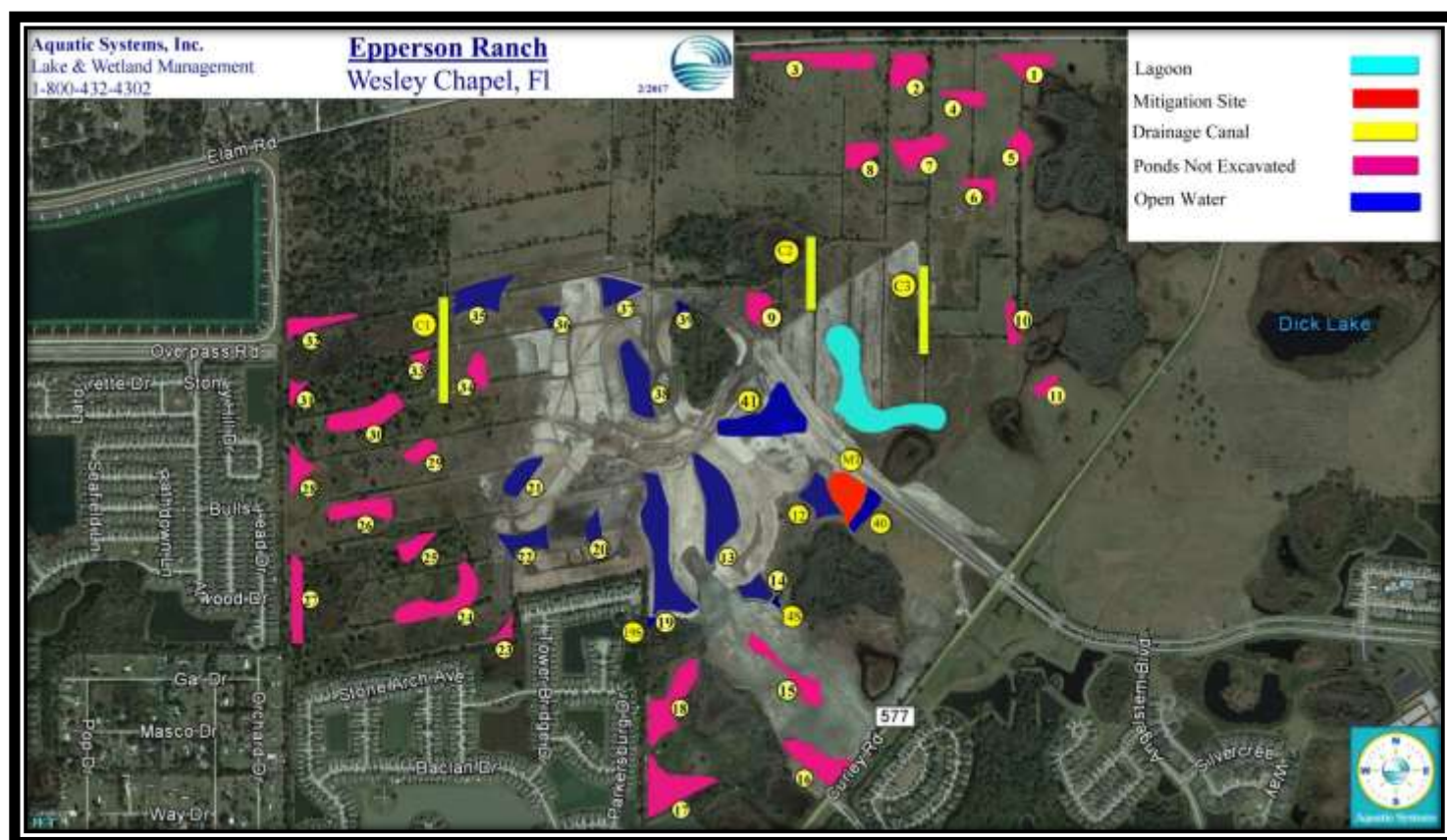


EXHIBIT 7.

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement (“**Agreement**”), is entered into as of the 1st day of May, 2018 between the **Epperson Ranch Community Development District**, a community development district organized under the laws of the State of Florida (the “**District**”) and **BrightView Landscape Services, Inc.**, a Florida corporation (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

Operative Provisions:

- 1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
- 2. Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
- 3. Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services (the “**Work**”) as more fully set forth in the proposal attached hereto as **Exhibit A**.

- b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

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

5. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. Contractor shall be required to provide a work crew on site five (5) days per work week.
- e. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
- f. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- g. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- h. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.

- i. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
 - j. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
 - k. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
 - l. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
6. **Time of Commencement.** The work to be performed under this Agreement shall commence after providing District the requisite insurance referenced herein and no later than May 1, 2018.
7. **Term and Renewal.** The term of this Agreement shall be from May 1, 2018 through April 30, 2019 with the option to renew for additional one (1) year periods at a time at the same price and terms as provided for herein unless terminated earlier as provided in this Agreement.
8. **Termination**
- a. Contractor's Termination. Contractor may terminate this Agreement with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
 - b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
 - c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor

which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

9. District Representatives and Inspections.

- a. The District hereby designates the District Manager to act as the District's representative. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work the District agrees to pay Contractor \$11,367.25 per month.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- c. The District shall provide payment within forty five (45) days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within forty five (45) days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.

- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

11. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the

permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

- e. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. Contractor shall assign a dedicated account manager to the District. The account manager shall attend the monthly meetings of the District to provide updates to the Board and answer any questions regarding landscaping issues.

12. Indemnification

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

13. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

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

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

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

be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

17. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT paul.cusmano@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

18. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
19. **Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To the District: Epperson Ranch Community Development District
c/o DPF
15310 Amberly Drive
Suite 175,
Tampa, Florida 33647
Attn: District Manager

With a copy to: District Counsel
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

To Contractor: BrightView
26642 Wild Fern Circle
Lutz, FL 33559
Attn: Lloyd Radder
lloyd.radder@brightview.com

20. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located in.
21. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
22. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
23. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
24. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
25. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
27. **Authorization.** The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
28. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

BrightView Landscape Services, Inc.

James Boynton
VP, General Manager

**Epperson Ranch
Community Development District**

Chair/Vice-Chair of the Board of Supervisors



Exhibit A

Epperson Ranch CDD
Board of Directors
Epperson Ranch Boulevard
Wesley Chapel, FL 33545

26642 Wild Fern Circle
Lutz, FL 33559
tel: 813.909.7116
fax: 813.909.7112
lloyd.radder@brightview.com
www.brightview.com

CONTRACT SCOPE & COMPETITIVE PRICING

We are committed to fulfilling the specific landscape needs of the Epperson Ranch Community while providing the service you expect at a price point that fits your budget. BrightView Landscape Maintenance will provide the following scope of work, competitive pricing per your specifications, with a start date of May 1, 2018, and a termination date of April 30, 2019.

SERVICE DESCRIPTION	MONTHLY	YEARLY
Base Management	\$11,367.25	\$136,407.00
• Mowing, Weeding, Edging		
• Blowing Debris		
• Bed Weed Control		
• Shrubs and Groundcover Pruning		
Pond Mowing		
Turf and Ornamental Program		
• Turf Fertilization		
• Turf Insect Control		
• Turf Weed Control		
• Shrub and Groundcover Fertilization		
• Shrub and Groundcover Insect Control		
Irrigation Inspection		
• Monthly check and adjust all zones		
• Monthly cleaning irrigation heads		
• Monthly Irrigation report		
Annuals Installation...(250 Plants, 4 times/year)		
Palm Pruning...(2 times / year)		
TOTAL BASE SERVICE.....	\$11,367.25	\$136,407.00

OPTIONAL VALUE-ADD SERVICES

The following optional services can be provided at the pricing as noted below

SERVICE	FREQUENCY PER YEAR	PRICE PER UNIT
Pine Straw Mulch	TBD	\$ 9.00 / Bale