

*Live Oak Lake
Community Development District*

Meeting Agenda

August 5, 2020

AGENDA

Live Oak Lake

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

July 29, 2020

**Board of Supervisors
Live Oak Lake
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Live Oak Lake Community Development District** will be held **Wednesday, August 5, 2020 at 2:30 PM**. It is anticipated that the meeting will be held at the **Holiday Inn Orlando SW – Celebration Area, 5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746**. However, in the event the current Executive Orders are extended by the Governor allowing use of media communication technology, and temporarily waiving the physical quorum requirement of the Sunshine Law, the meeting will be held via **Zoom Teleconference** for the Board members, staff, and public, using the information below:

Zoom Video Link: <https://zoom.us/j/93576251476>

Zoom Call-In Information: 1-646-876-9923
Meeting ID: 935 7625 1476

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the May 6, 2020 Board of Supervisors Meeting
4. Public Hearings
 - A. Public Hearing on the Adoption of the Fiscal Year 2021 Budget
 - i. Confirmation of Published Notice per Florida Statute
 - ii. Open Public Hearing
 - iii. Public Comment
 - iv. Close Public Hearing
 - v. Board Discussion

- vi. Consideration of Resolution 2020-13 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds
 - B. Public Hearing on the Operations and Maintenance Assessments for the Fiscal Year 2021
 - i. Open Public Hearing
 - ii. Public Comment
 - iii. Close Public Hearing
 - iv. Board Discussion
 - v. Consideration of Resolution 2020-14 Imposing Special Assessments and Certifying an Assessment Roll
 - vi. Consideration of Direct Collection Agreement for Fiscal Year 2021
 - C. Public Hearing on the Adoption of the District's Amended and Restated Rules of Procedure
 - i. Confirmation of Published Notice per Florida Statute
 - ii. Open Public Hearing
 - iii. Public Comment
 - iv. Close Public Hearing
 - v. Board Discussion
 - vi. Consideration of Resolution 2020-15 Adopting the District's Amended and Restated Rules of Procedure
- 5. Consideration of Landscape Proposals with Increased Mowing Frequency
 - A. Juniper
 - B. Landform of Central Florida, Inc.
- 6. Consideration of Proposals from Lake and Wetland Management, Inc. for Conservation Area Maintenance
- 7. Ratification of the Fiscal Year 2019 Audit
- 8. Consideration of Resolution 2020-16 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021
- 9. Consideration of Easement Agreements

- A. Corrective Access and Maintenance Easement Agreement – Phase 2A/2B Stormwater Improvements (from NLV)
 - B. Access and Maintenance Easement Agreement – Phase 2A/2B Stormwater Improvements (from HOA)
10. Staff Reports
- A. Attorney
 - B. Engineer
 - C. District Manager’s Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
11. Other Business
12. Supervisors Requests and Audience Comments
13. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the Approval of the Minutes of the May 6, 2020 Board of Supervisors Meeting. A copy of the minutes are included for your review.

The fourth order of business opens the Public Hearings. Section A is the Public Hearing on the Adoption of the Fiscal Year 2021 Budget. Sub-Section 6 is the Consideration of Resolution 2020-13 Adoption of the District’s Fiscal Year 2021 Budget and Appropriating Funds. Section B is the Public Hearing on the Operations and Maintenance Assessments for the Fiscal Year 2021. Sub-Section 5 is the Consideration of Resolution 2020-14 Imposing Special Assessments and Certifying an Assessment Roll. Sub-Section 6 is the Consideration of Direct Collection Agreement for Fiscal Year 2021. A copy of the resolutions and agreement are enclosed for your review. Section C is the Public Hearing on the Adoption of the District’s Amended and Restated Rules of Procedure. Sub-Section 6 is the Consideration of Resolution 2020-15 Adopting the District’s Amended and Restated Rules of Procedure. A copy of the resolution is enclosed for your review.

The fifth order of business is the Consideration of Landscape Proposals with Increased Mowing Frequency. Section A includes a proposal from Juniper and Section B includes a proposal from Landform of Central Florida, Inc.

The sixth order of business is the Consideration of Proposals from Lake and Wetland Management, Inc. for Conservation Area Maintenance. A copy of the proposals are included for your review.

The seventh order of business is the Ratification of the Fiscal Year 2019 Audit. A copy of the report is enclosed for your review.

The eighth order of business is the Consideration of Resolution 2020-16 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021. A copy of the resolution is included for your review.

The ninth order of business is the Consideration of Easement Agreements. Section A is the Consideration of Corrective Access and Maintenance Easement Agreement – Phase 2A/2B Stormwater Improvements (from NLV). Section B is the Consideration of Access and Maintenance Easement Agreement – Phase 2A/2B Stormwater Improvements (from HOA). A copy of both agreements are enclosed for your review.

The tenth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the Approval of the Check Register and Sub-Section 2 includes the Balance Sheet and Income Statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Sarah Sandy, District Counsel

Enclosures

MINUTES

**MINUTES OF MEETING
LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Live Oak Lake Community Development District was held on Wednesday, **May 6, 2020** at 2:35 p.m. via Zoom Teleconference.

Present and constituting a quorum:

Scott Stearns <i>via phone</i>	Chairman
Jose Rios <i>via phone</i>	Vice Chairman (<i>joined meeting late</i>)
Lee Moore <i>via phone</i>	Assistant Secretary
Kimberly Locher <i>via phone</i>	Assistant Secretary
Andrea Stevens <i>via phone</i>	Assistant Secretary

Also present were:

Jill Burns <i>via phone</i>	District Manager/GMS
Sarah Sandy <i>via phone</i>	HGS
Emma Gregory <i>via phone</i>	HGS
Danielle Van de Loo <i>via phone</i>	Dewberry

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order. Four Supervisors were present by phone/zoom teleconference constituting a quorum. Mr. Rios joined at the end of the meeting, making five. Ms. Burns stated for the record that Andrea Stevens was sworn in prior to the meeting.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that there were no members of the public present via zoom.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2020-09 Electing Officers

Ms. Burns noted that when there was a change to the Board, they re-elect officers so that the newly elected supervisor also has a position. Ms. Burns reviewed the current officers. Mr. Sterns recommended that the current Chairman would remain the same, Jose Rios would remain

Vice Chairman, and the other three supervisors, and George Flint, would be Assistant Secretaries. Jill Burns would remain Secretary.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, the Resolution 2020-09 Electing Officers with Scott Stearns as Chairman, Jose Rios as Vice Chairman, and Lee Moore, Kimberly Locher, Andrea Stevens, and George Flint as Assistant Secretaries, and Jill Burns as Secretary, was approved.

FOURTH ORDER OF BUSINESS

Ratification of Minutes of the March 4, 2020 Board of Supervisors Meeting and the March 9, 2020 Continued Meeting

Ms. Burns noted these were on the last agenda and were approved by the Board, but Ms. Sandy had a few changes after the meeting. They have been updated and are back on the agenda to be ratified. The board had no questions or comments on the minutes.

On MOTION by Mr. Moore, seconded by Ms. Locher, with all in favor, the Minutes of the March 4, 2020 Board of Supervisors Meeting and the March 9, 2020 Continued Meeting, were ratified.

FIFTH ORDER OF BUSINESS

Approval of the Minutes of the April 8, 2020 Board of Supervisors Meeting

Ms. Burns asked for any comments, questions, or corrections on the April 8, 2020 meeting minutes. The board had no changes.

On MOTION by Mr. Moore, seconded by Mr. Stearns, with all in favor, the Minutes of the April 8, 2020 Board of Supervisors Meeting, were approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-10 Setting the Public Hearing and Approving Fiscal Year 2021 Proposed Budget

Ms. Burns stated the budget was included in the agenda, and a revised version was sent the day prior. The per lot assessment for all platted lots is anticipated to remain the same. They do not anticipate any additional field items, and they had a decrease in a couple of items listed from the current year.

Ms. Burns asked for any questions or changes of the line item budget items. Mr. Moore asked if the date was set for August 5, 2020. Ms. Burns suggested the date for the Public Hearing be the regular scheduled meeting of August 5, 2020 at 2:30 p.m.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, Resolution 2020-10 Setting the Public Hearing for August 5, 2020 at 2:30 p.m. and Approving the Fiscal Year 2021 Budget, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-11 Designating a Date, Time, and Location for a Landowner’s Meeting and Election

Ms. Burns stated that they are required to announce the date of the Landowner’s Election at least 90 days prior to the election date. Included in the package are proxy and ballot forms and for those who wish to request, they can be requested from Ms. Burn’s office at any time. Ms. Burns recommended November 4, 2020 at 2:30 p.m. at the Osceola Public Library, 313 Campus Street, Celebration, Florida. A representative of the Landowner is needed for attendance.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, Resolution 2020-11 Designating a Date, Time, and Location for a Landowner’s Meeting and Election for November 4, 2020, at 2:30 p.m. at the Osceola Public Library, 313 Campus Street, Celebration Florida, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Proposal from LLS Tax Solutions, Inc. for Arbitrage Services

Ms. Burns stated that there is a requirement under the Internal Revenue code that the District review and confirm it does not earn more interest on its bond proceeds than it pays. The fee to conduct the review for the current year is \$550, which is in line with other prices she has seen. Ms. Burns suggested the Board approve the proposal.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, the Proposal from LLS Tax Solutions, Inc. for Arbitrage Services totaling \$550, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gregory noted that Florida has entered Phase 1 Recovery. This doesn’t affect Live Oak Lake CDD much because there are no Amenity Facilities. So, the District has not had to take steps to close or re-open facilities.

Mr. Stearns asked how long remote meetings will be allowed. Ms. Gregory replied the order doesn’t have an expiration date and the Governor has indicated that the implementation of

Phase 2 will be evaluated on a week-to-week basis. Pending more information from the Governor's Office, it is anticipated that they will be able to do virtual meetings for the time being. Ms. Burns stated the location address will be in the notice if changes are made.

Ms. Gregory provided an update on the 2020 bonds and Spine Road project. The developer has decided to pause moving forward with these items for the time being, with the hope of waiting for a slightly better market. She noted that they will keep the Board updated on when it looks right to start things up again.

Ms. Gregory noted the two addendums on the Spine Road project were issued today. The RFP was suspended, and when it is picked back up they will re-issue another addendum.

B. Engineer

Ms. Van de Loo had nothing additional to report.

C. District Manager's Report

i. Unaudited Financial Statements as of March 31, 2020

Ms. Burns stated there was no action needed on this item.

ii. Approval of Funding Request #1

Ms. Burns stated this request was from the Developer for bond issuance and it covers the advertisements that were placed as part of that funding agreement for the issuance. Those funds are reimbursed out of the bond issuance once they issue.

Mr. Moore asked if Orlando Sentinel was always used, and noted that other CDD's use something less expensive than Orlando Sentinel. Ms. Burns noted that they would look at other cost effective options.

On MOTION by Mr. Moore, seconded by Ms. Stevens, with all in favor, the Funding Request #1, was approved.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

Mr. Stearns noted that they are hitting a pause button right now and looking at what they are going to do. The bond market is challenging right now, so they are going to further evaluate that. He noted this project will move forward, it is just a matter of time. They are in good position for relooking at it in about three months.

TWELVETH ORDER OF BUSINESS

Adjournment of Meeting

The meeting was adjourned.

On MOTION by Mr. Stearns, seconded by Mr. Rios, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

SECTION A

SECTION 1

PROOF OF PUBLICATION
From

**OSCEOLA
NEWS-GAZETTE**

STATE OF FLORIDA
COUNTY OF OSCEOLA

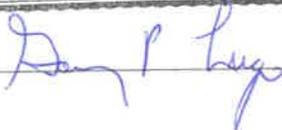
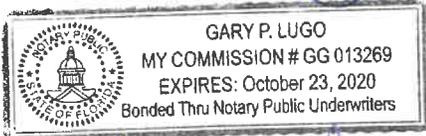
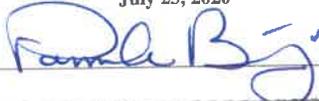
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who on oath says that she is the Business Manager of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

July 16, 2020, July 23, 2020,

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before
me by Pamela Bikowicz, who is
personally known to me, this

July 23, 2020



In THE MATTER OF:
NOTICE OF PUBLIC HEARING
Live Oak Lake CDD

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2020/2021 BUDGETS; NOTICE OF POSSIBLE REMOTE PROCEDURES DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Live Oak Lake Community Development District ("District") will hold a public hearing on August 5, 2020 at 2:30 p.m. at the Holiday Inn Orlando SW Celebration, 5711 W Irla Bronson Memorial Hwy, Kissimmee, Florida 34746, for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.liveoaklakecdd.org/>. Social distancing protocols, including the requirement to wear a mask, may be required.

It is anticipated that the public hearing and meeting will take place at the location above. Currently there is in place federal, state, and local emergency declarations ("Declarations") in response to COVID-19. In the event the Declarations remain in effect and/or future orders or declarations so authorize, the District may conduct the public hearing and meeting by telephone or video conferencing communications media technology pursuant to such governmental orders, including but not limited to Executive Orders 20-52 and 20-69, issued by Governor DeSantis, as extended and/or supplemented, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so telephonically at 1-646-876-9923 using Meeting ID: 935 7625 1476. Participation by video is also available at this link: <https://zoom.us/j/93576251476>. Participants are strongly encouraged to submit questions and comments to the District Manager's Office at 219 East Livingston Street, Orlando, Florida 32801, by calling (407) 841-5524, or by emailing jburns@gmscll.com by Tuesday, August 4, 2020 at 12:00 PM in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a

FIRST PUBLICATION: July 16, 2020
LAST PUBLICATION: July 23, 2020

date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations in order to access this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Jill Burns
District Manager

July 16, 23, 2020



Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741
Phone: (407) 846-7600 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on
www.AroundOsceola.com or
www.FloridaPublicNotices.com
Ad#31622

SECTION 6

RESOLUTION 2020-13

THE ANNUAL APPROPRIATION RESOLUTION OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Live Oak Lake Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Live Oak Lake Community Development District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 5th DAY OF AUGUST 2020.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

***Proposed Budget
Fiscal Year 2021***

***Live Oak Lake
Community Development District***

August 5, 2020



Live Oak Lake Community Development District

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Budget

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Budget Narrative

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Live Oak Lake

Community Development District

General Fund

Description	Adopted Budget FY 2020	Actual Thru 6/30/20	Projected Next 3 Months	Total Projected 9/30/20	Proposed Budget FY 2021
Revenues					
Assessments - Tax Collector	\$102,945	\$103,198	\$0	\$103,198	\$102,943
Assessments - Off Roll	\$164,828	\$164,828	\$0	\$164,828	\$167,608
Assessments - Discounts	(\$4,453)	(\$4,033)	\$0	(\$4,033)	(\$4,118)
Interest Income	\$667	\$5,682	\$750	\$6,432	\$450
Carryforward Surplus	\$8,899	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$272,886	\$269,675	\$750	\$270,425	\$266,884
Expenditures					
<i>Administrative</i>					
Supervisor Fees	\$4,800	\$1,000	\$1,200	\$2,200	\$4,800
FICA Expense	\$367	\$77	\$92	\$168	\$367
Engineering	\$18,000	\$35,318	\$9,720	\$45,038	\$18,000
Dissemination	\$1,000	\$2,083	\$1,250	\$3,333	\$6,000
Assessment Collection Cost	\$1,723	\$1,976	\$0	\$1,976	\$2,059
Property Appraiser	\$578	\$0	\$578	\$578	\$578
Arbitrage	\$0	\$600	\$0	\$600	\$1,200
Attorney	\$30,000	\$25,045	\$12,523	\$37,568	\$30,000
Annual Audit	\$3,600	\$6,400	\$0	\$6,400	\$6,500
Trustee Fees	\$4,041	\$4,041	\$0	\$4,041	\$9,040
Management Fees	\$48,000	\$34,970	\$11,657	\$46,627	\$35,000
Travel & Per Diem	\$500	\$0	\$0	\$0	\$500
Telephone	\$100	\$0	\$0	\$0	\$100
Postage	\$600	\$634	\$211	\$846	\$1,100
Printing & Binding	\$500	\$213	\$71	\$284	\$500
Insurance	\$5,500	\$5,000	\$0	\$5,000	\$5,500
Legal Advertising	\$1,000	\$2,712	\$353	\$3,065	\$3,500
Other Current Charges	\$270	\$186	\$62	\$248	\$500
Contingency	\$150	\$0	\$0	\$0	\$235
Office Supplies	\$250	\$152	\$51	\$202	\$250
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Website Hosting/Compliance	\$10,000	\$2,467	\$1,164	\$3,631	\$5,000
TOTAL ADMINISTRATIVE	\$131,154	\$123,048	\$38,931	\$161,979	\$130,904
<i>Field</i>					
Aquatic Control	\$11,736	\$8,750	\$4,695	\$13,445	\$8,940
Landscape Maintenance-Pond Areas	\$102,096	\$46,710	\$15,570	\$62,280	\$99,140
Mitigation Maintenance	\$27,900	\$0	\$27,900	\$27,900	\$27,900
TOTAL FIELD	\$141,732	\$55,460	\$48,165	\$103,625	\$135,980
TOTAL EXPENDITURES	\$272,886	\$178,508	\$87,096	\$265,604	\$266,884
EXCESS REVENUES (EXPENDITURES)	\$0	\$91,167	(\$86,346)	\$4,821	\$0

Net Assessment	\$96,767
Discounts & Collections 6%	\$6,177
Gross Assessment	\$102,943

Unit Type		Gross Per Unit	Gross Total
35 FT Lot	350	\$106.25	\$37,187.50
50' SF	268	\$151.79	\$40,679.72
70' SF	118	\$212.51	\$25,076.18
	736		\$102,943.40

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2021

REVENUES:

Interest Income

The District earns interest on the monthly average collected balance for their money market accounts.

Special Assessments

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund all of the General Operating Expenditures for the fiscal year.

Special Assessments-Developer

The District will request funding from the developer as expenses are incurred within the scope of budgeted expense items.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments up to a maximum of 4%.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon all 5 supervisors attending the estimated 4 meetings.

FICA Taxes

Related payroll taxes of 7.65% for above.

Engineering Fees

The District's engineer will be providing general engineering services to the District including attendance and preparation for board meetings, etc.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Assessment Collection Costs

The District reimburses the Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2.0% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2.0% of the anticipated assessment collections.

Property Appraiser

The District anticipates costs associated with services provided by the property appraiser's office. for board meetings, etc.

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2021

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2016 Capital Improvement Revenue Bonds. The amount also includes a fee for the anticipated bond issuance during FY 2020.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

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The District issued Series 2016 Capital Improvement Revenue Bonds which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District. Also included are trustee fees for the anticipated bond issuance in FY 2020.

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The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida. These services are further outlined in Exhibit "A" of the Management Agreement.

Travel and Per Diem

Supervisors may be reimbursed for their travel expenses to and from District meetings.

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Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with The Florida Insurance Alliance. They specialize in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses that are incurred during the year.

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2021

Contingency

Any unanticipated expenditure that may arise during the fiscal year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Website Hosting/Compliance

The District is mandated to post on the internet the approved and adopted budgets, minutes and audits per State requirements.

Aquatic Control

Algae, border grass, and invasive exotic plant control. Monthly treatments as necessary to control undesirable growth. Minimum 12 annual visits. Casual debris removal (as defined in agreement). Monthly water tests. Service Reports submitted upon completion of each service visit.

Landscape Maintenance-Pond Areas

Bi-weekly mowing of all Bahia areas during the months of May-September three times per month during the months of October-April, and once every month during the months November-March. All ponds will be let go "to seed" one time per month. District contacted with HOA to manage and maintain the District Maintenance area as defined in Cost Sharing Agreement.

Mitigation, Monitoring, and Maintenance

Post permit and mitigation compliance, bi-annual maintenance events, time-zeroing monitoring and reporting and annual monitoring and reporting as defined in District Engineer's work authorizations.

Live Oak Lake
Community Development District

Debt Service Fund
Series 2016 Special Assessment Revenue Bonds

Description	Adopted Budget FY 2020	Actual Thru 6/30/20	Projected Next 3 Months	Total Projected 9/30/20	Proposed Budget FY 2021
Revenues					
Interest Income	\$2,500	\$8,274	\$60	\$8,334	\$2,500
Assessments - On Roll	\$772,300	\$774,195	\$0	\$774,195	\$772,300
Assessments - Direct	\$230,326	\$230,326	\$0	\$230,326	\$230,864
Assessments - Discounts	(\$33,973)	(\$30,254)	\$0	(\$30,254)	(\$30,892)
Carryforward Surplus ⁽¹⁾	\$1,316,192	\$359,904	\$0	\$359,904	\$365,607
TOTAL REVENUES	\$2,287,345	\$1,342,444	\$60	\$1,342,504	\$1,340,379
Expenditures					
<u>Series 2016</u>					
Interest - 11/01	\$343,538	\$343,538	\$0	\$343,538	\$337,350
Interest - 05/01	\$343,538	\$343,538	\$0	\$343,538	\$337,350
Principal - 05/01	\$275,000	\$275,000	\$0	\$275,000	\$285,000
TOTAL EXPENDITURES	\$962,075	\$962,075	\$0	\$962,075	\$959,700
Other Financing Sources and Uses					
Other Debt Service Costs	(\$12,365)	(\$14,822)	\$0	(\$14,822)	(\$15,446)
TOTAL OTHER FINANCING SOURCES AND USES	(\$12,365)	(\$14,822)	\$0	(\$14,822)	(\$15,446)
EXCESS REVENUES	\$1,312,905	\$365,547	\$60	\$365,607	\$365,233

11/21 Interest \$330,937.50

Unit Type	No. of Units	Gross Assessment Per Unit Amount	Total
35 FT Lot	350	\$975.00	\$341,250.00
23' Townhomes	268	\$1,025.00	\$274,700.00
32' Townhomes	118	\$1,325.00	\$156,350.00
	736		\$772,300.00
		Less Discount/Collection Fees	(\$46,338.00)
		Net Assessment	\$725,962.00

⁽¹⁾ Carry Forward Surplus under actual and Proposed Budget FY2021 column includes the balance in the Revenue Account only as of 9-30-19. The Adopted Budget for FY 2020 includes Rserve Fund and Revenue Fund Account balances.

Live Oak Lake

Community Development District

Amortization Schedule

Series 2016, Capital Improvement Revenue Bonds

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/20	\$ 15,040,000	\$ 275,000.00	\$ 343,537.50	\$ -
11/01/20	\$ 14,765,000	\$ -	\$ 337,350.00	\$ 955,887.50
05/01/21	\$ 14,765,000	\$ 285,000.00	\$ 337,350.00	\$ -
11/01/21	\$ 14,480,000	\$ -	\$ 330,937.50	\$ 953,287.50
05/01/22	\$ 14,480,000	\$ 300,000.00	\$ 330,937.50	\$ -
11/01/22	\$ 14,180,000	\$ -	\$ 324,187.50	\$ 955,125.00
05/01/23	\$ 14,180,000	\$ 315,000.00	\$ 324,187.50	\$ -
11/01/23	\$ 13,865,000	\$ -	\$ 317,100.00	\$ 956,287.50
05/01/24	\$ 13,865,000	\$ 325,000.00	\$ 317,100.00	\$ -
11/01/24	\$ 13,540,000	\$ -	\$ 309,787.50	\$ 951,887.50
05/01/25	\$ 13,540,000	\$ 340,000.00	\$ 309,787.50	\$ -
11/01/25	\$ 13,200,000	\$ -	\$ 302,137.50	\$ 951,925.00
05/01/26	\$ 13,200,000	\$ 355,000.00	\$ 302,137.50	\$ -
11/01/26	\$ 12,845,000	\$ -	\$ 294,150.00	\$ 951,287.50
05/01/27	\$ 12,845,000	\$ 375,000.00	\$ 294,150.00	\$ -
11/01/27	\$ 12,470,000	\$ -	\$ 285,712.50	\$ 954,862.50
05/01/28	\$ 12,470,000	\$ 390,000.00	\$ 285,712.50	\$ -
11/01/28	\$ 12,080,000	\$ -	\$ 276,937.50	\$ 952,650.00
05/01/29	\$ 12,080,000	\$ 410,000.00	\$ 276,937.50	\$ -
11/01/29	\$ 11,670,000	\$ -	\$ 267,712.50	\$ 954,650.00
05/01/30	\$ 11,670,000	\$ 430,000.00	\$ 267,712.50	\$ -
11/01/30	\$ 11,240,000	\$ -	\$ 258,037.50	\$ 955,750.00
05/01/31	\$ 11,240,000	\$ 450,000.00	\$ 258,037.50	\$ -
11/01/31	\$ 10,790,000	\$ -	\$ 247,912.50	\$ 955,950.00
05/01/32	\$ 10,790,000	\$ 470,000.00	\$ 247,912.50	\$ -
11/01/32	\$ 10,320,000	\$ -	\$ 237,337.50	\$ 955,250.00
05/01/33	\$ 10,320,000	\$ 490,000.00	\$ 237,337.50	\$ -
11/01/33	\$ 9,830,000	\$ -	\$ 226,312.50	\$ 953,650.00
05/01/34	\$ 9,830,000	\$ 515,000.00	\$ 226,312.50	\$ -
11/01/34	\$ 9,315,000	\$ -	\$ 214,725.00	\$ 956,037.50
05/01/35	\$ 9,315,000	\$ 535,000.00	\$ 214,725.00	\$ -
11/01/35	\$ 8,780,000	\$ -	\$ 202,687.50	\$ 952,412.50
05/01/36	\$ 8,780,000	\$ 560,000.00	\$ 202,687.50	\$ -
11/01/36	\$ 8,220,000	\$ -	\$ 190,087.50	\$ 952,775.00
05/01/37	\$ 8,220,000	\$ 585,000.00	\$ 190,087.50	\$ -
11/01/37	\$ 7,635,000	\$ -	\$ 176,559.38	\$ 951,646.88
05/01/38	\$ 7,635,000	\$ 615,000.00	\$ 176,559.38	\$ -
11/01/38	\$ 7,020,000	\$ -	\$ 162,337.50	\$ 953,896.88
05/01/39	\$ 7,020,000	\$ 645,000.00	\$ 162,337.50	\$ -
11/01/39	\$ 6,375,000	\$ -	\$ 147,421.88	\$ 954,759.38
05/01/40	\$ 6,375,000	\$ 675,000.00	\$ 147,421.88	\$ -
11/01/40	\$ 5,700,000	\$ -	\$ 131,812.50	\$ 954,234.38
05/01/41	\$ 5,700,000	\$ 705,000.00	\$ 131,812.50	\$ -
11/01/41	\$ 4,995,000	\$ -	\$ 115,509.38	\$ 952,321.88
05/01/42	\$ 4,995,000	\$ 740,000.00	\$ 115,509.38	\$ -
11/01/42	\$ 4,255,000	\$ -	\$ 98,396.88	\$ 953,906.25
05/01/43	\$ 4,255,000	\$ 775,000.00	\$ 98,396.88	\$ -
11/01/43	\$ 3,480,000	\$ -	\$ 80,475.00	\$ 953,871.88
05/01/44	\$ 3,480,000	\$ 810,000.00	\$ 80,475.00	\$ -
11/01/44	\$ 2,670,000	\$ -	\$ 61,743.75	\$ 952,218.75
05/01/45	\$ 2,670,000	\$ 850,000.00	\$ 61,743.75	\$ -
11/01/45	\$ 1,820,000	\$ -	\$ 42,087.50	\$ 953,831.25
05/01/46	\$ 1,820,000	\$ 890,000.00	\$ 42,087.50	\$ -
11/01/46	\$ 930,000	\$ -	\$ 21,506.25	\$ 953,593.75
05/01/47	\$ 930,000	\$ 930,000.00	\$ 21,506.25	\$ 951,506.25
Total		\$ 15,040,000	\$ 11,643,956.25	\$ 25,753,956.25

SECTION B

SECTION 5

RESOLUTION 2020-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Osceola County, Florida (“**County**”); and

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

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”), attached hereto as **Exhibit “A,”** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are

due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 34% due no later than October 1, 2020, 33% due no later than January 1, 2021 and 33% due no later than March 1, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 5th day of August 2020.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

***Proposed Budget
Fiscal Year 2021***

***Live Oak Lake
Community Development District***

August 5, 2020



Live Oak Lake Community Development District

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Live Oak Lake

Community Development District

General Fund

Description	Adopted Budget FY 2020	Actual Thru 6/30/20	Projected Next 3 Months	Total Projected 9/30/20	Proposed Budget FY 2021
Revenues					
Assessments - Tax Collector	\$102,945	\$103,198	\$0	\$103,198	\$102,943
Assessments - Off Roll	\$164,828	\$164,828	\$0	\$164,828	\$167,608
Assessments - Discounts	(\$4,453)	(\$4,033)	\$0	(\$4,033)	(\$4,118)
Interest Income	\$667	\$5,682	\$750	\$6,432	\$450
Carryforward Surplus	\$8,899	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$272,886	\$269,675	\$750	\$270,425	\$266,884
Expenditures					
<i>Administrative</i>					
Supervisor Fees	\$4,800	\$1,000	\$1,200	\$2,200	\$4,800
FICA Expense	\$367	\$77	\$92	\$168	\$367
Engineering	\$18,000	\$35,318	\$9,720	\$45,038	\$18,000
Dissemination	\$1,000	\$2,083	\$1,250	\$3,333	\$6,000
Assessment Collection Cost	\$1,723	\$1,976	\$0	\$1,976	\$2,059
Property Appraiser	\$578	\$0	\$578	\$578	\$578
Arbitrage	\$0	\$600	\$0	\$600	\$1,200
Attorney	\$30,000	\$25,045	\$12,523	\$37,568	\$30,000
Annual Audit	\$3,600	\$6,400	\$0	\$6,400	\$6,500
Trustee Fees	\$4,041	\$4,041	\$0	\$4,041	\$9,040
Management Fees	\$48,000	\$34,970	\$11,657	\$46,627	\$35,000
Travel & Per Diem	\$500	\$0	\$0	\$0	\$500
Telephone	\$100	\$0	\$0	\$0	\$100
Postage	\$600	\$634	\$211	\$846	\$1,100
Printing & Binding	\$500	\$213	\$71	\$284	\$500
Insurance	\$5,500	\$5,000	\$0	\$5,000	\$5,500
Legal Advertising	\$1,000	\$2,712	\$353	\$3,065	\$3,500
Other Current Charges	\$270	\$186	\$62	\$248	\$500
Contingency	\$150	\$0	\$0	\$0	\$235
Office Supplies	\$250	\$152	\$51	\$202	\$250
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Website Hosting/Compliance	\$10,000	\$2,467	\$1,164	\$3,631	\$5,000
TOTAL ADMINISTRATIVE	\$131,154	\$123,048	\$38,931	\$161,979	\$130,904
<i>Field</i>					
Aquatic Control	\$11,736	\$8,750	\$4,695	\$13,445	\$8,940
Landscape Maintenance-Pond Areas	\$102,096	\$46,710	\$15,570	\$62,280	\$99,140
Mitigation Maintenance	\$27,900	\$0	\$27,900	\$27,900	\$27,900
TOTAL FIELD	\$141,732	\$55,460	\$48,165	\$103,625	\$135,980
TOTAL EXPENDITURES	\$272,886	\$178,508	\$87,096	\$265,604	\$266,884
EXCESS REVENUES (EXPENDITURES)	\$0	\$91,167	(\$86,346)	\$4,821	\$0

Net Assessment	\$96,767
Discounts & Collections 6%	\$6,177
Gross Assessment	\$102,943

Unit Type		Gross Per Unit	Gross Total
35 FT Lot	350	\$106.25	\$37,187.50
50' SF	268	\$151.79	\$40,679.72
70' SF	118	\$212.51	\$25,076.18
	736		\$102,943.40

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2021

REVENUES:

Interest Income

The District earns interest on the monthly average collected balance for their money market accounts.

Special Assessments

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund all of the General Operating Expenditures for the fiscal year.

Special Assessments-Developer

The District will request funding from the developer as expenses are incurred within the scope of budgeted expense items.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments up to a maximum of 4%.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon all 5 supervisors attending the estimated 4 meetings.

FICA Taxes

Related payroll taxes of 7.65% for above.

Engineering Fees

The District's engineer will be providing general engineering services to the District including attendance and preparation for board meetings, etc.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

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LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

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FISCAL YEAR 2021

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LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2021

Contingency

Any unanticipated expenditure that may arise during the fiscal year.

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Live Oak Lake
Community Development District

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Series 2016 Special Assessment Revenue Bonds

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Assessments - On Roll	\$772,300	\$774,195	\$0	\$774,195	\$772,300
Assessments - Direct	\$230,326	\$230,326	\$0	\$230,326	\$230,864
Assessments - Discounts	(\$33,973)	(\$30,254)	\$0	(\$30,254)	(\$30,892)
Carryforward Surplus ⁽¹⁾	\$1,316,192	\$359,904	\$0	\$359,904	\$365,607
TOTAL REVENUES	\$2,287,345	\$1,342,444	\$60	\$1,342,504	\$1,340,379
Expenditures					
<u>Series 2016</u>					
Interest - 11/01	\$343,538	\$343,538	\$0	\$343,538	\$337,350
Interest - 05/01	\$343,538	\$343,538	\$0	\$343,538	\$337,350
Principal - 05/01	\$275,000	\$275,000	\$0	\$275,000	\$285,000
TOTAL EXPENDITURES	\$962,075	\$962,075	\$0	\$962,075	\$959,700
Other Financing Sources and Uses					
Other Debt Service Costs	(\$12,365)	(\$14,822)	\$0	(\$14,822)	(\$15,446)
TOTAL OTHER FINANCING SOURCES AND USES	(\$12,365)	(\$14,822)	\$0	(\$14,822)	(\$15,446)
EXCESS REVENUES	\$1,312,905	\$365,547	\$60	\$365,607	\$365,233

11/21 Interest \$330,937.50

Unit Type	No. of Units	Gross Assessment Per Unit Amount	Total
35 FT Lot	350	\$975.00	\$341,250.00
23' Townhomes	268	\$1,025.00	\$274,700.00
32' Townhomes	118	\$1,325.00	\$156,350.00
	736		\$772,300.00
		Less Discount/Collection Fees	(\$46,338.00)
		Net Assessment	\$725,962.00

⁽¹⁾ Carry Forward Surplus under actual and Proposed Budget FY2021 column includes the balance in the Revenue Account only as of 9-30-19. The Adopted Budget for FY 2020 includes Rserve Fund and Revenue Fund Account balances.

Live Oak Lake

Community Development District

Amortization Schedule

Series 2016, Capital Improvement Revenue Bonds

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/20	\$ 15,040,000	\$ 275,000.00	\$ 343,537.50	\$ -
11/01/20	\$ 14,765,000	\$ -	\$ 337,350.00	\$ 955,887.50
05/01/21	\$ 14,765,000	\$ 285,000.00	\$ 337,350.00	\$ -
11/01/21	\$ 14,480,000	\$ -	\$ 330,937.50	\$ 953,287.50
05/01/22	\$ 14,480,000	\$ 300,000.00	\$ 330,937.50	\$ -
11/01/22	\$ 14,180,000	\$ -	\$ 324,187.50	\$ 955,125.00
05/01/23	\$ 14,180,000	\$ 315,000.00	\$ 324,187.50	\$ -
11/01/23	\$ 13,865,000	\$ -	\$ 317,100.00	\$ 956,287.50
05/01/24	\$ 13,865,000	\$ 325,000.00	\$ 317,100.00	\$ -
11/01/24	\$ 13,540,000	\$ -	\$ 309,787.50	\$ 951,887.50
05/01/25	\$ 13,540,000	\$ 340,000.00	\$ 309,787.50	\$ -
11/01/25	\$ 13,200,000	\$ -	\$ 302,137.50	\$ 951,925.00
05/01/26	\$ 13,200,000	\$ 355,000.00	\$ 302,137.50	\$ -
11/01/26	\$ 12,845,000	\$ -	\$ 294,150.00	\$ 951,287.50
05/01/27	\$ 12,845,000	\$ 375,000.00	\$ 294,150.00	\$ -
11/01/27	\$ 12,470,000	\$ -	\$ 285,712.50	\$ 954,862.50
05/01/28	\$ 12,470,000	\$ 390,000.00	\$ 285,712.50	\$ -
11/01/28	\$ 12,080,000	\$ -	\$ 276,937.50	\$ 952,650.00
05/01/29	\$ 12,080,000	\$ 410,000.00	\$ 276,937.50	\$ -
11/01/29	\$ 11,670,000	\$ -	\$ 267,712.50	\$ 954,650.00
05/01/30	\$ 11,670,000	\$ 430,000.00	\$ 267,712.50	\$ -
11/01/30	\$ 11,240,000	\$ -	\$ 258,037.50	\$ 955,750.00
05/01/31	\$ 11,240,000	\$ 450,000.00	\$ 258,037.50	\$ -
11/01/31	\$ 10,790,000	\$ -	\$ 247,912.50	\$ 955,950.00
05/01/32	\$ 10,790,000	\$ 470,000.00	\$ 247,912.50	\$ -
11/01/32	\$ 10,320,000	\$ -	\$ 237,337.50	\$ 955,250.00
05/01/33	\$ 10,320,000	\$ 490,000.00	\$ 237,337.50	\$ -
11/01/33	\$ 9,830,000	\$ -	\$ 226,312.50	\$ 953,650.00
05/01/34	\$ 9,830,000	\$ 515,000.00	\$ 226,312.50	\$ -
11/01/34	\$ 9,315,000	\$ -	\$ 214,725.00	\$ 956,037.50
05/01/35	\$ 9,315,000	\$ 535,000.00	\$ 214,725.00	\$ -
11/01/35	\$ 8,780,000	\$ -	\$ 202,687.50	\$ 952,412.50
05/01/36	\$ 8,780,000	\$ 560,000.00	\$ 202,687.50	\$ -
11/01/36	\$ 8,220,000	\$ -	\$ 190,087.50	\$ 952,775.00
05/01/37	\$ 8,220,000	\$ 585,000.00	\$ 190,087.50	\$ -
11/01/37	\$ 7,635,000	\$ -	\$ 176,559.38	\$ 951,646.88
05/01/38	\$ 7,635,000	\$ 615,000.00	\$ 176,559.38	\$ -
11/01/38	\$ 7,020,000	\$ -	\$ 162,337.50	\$ 953,896.88
05/01/39	\$ 7,020,000	\$ 645,000.00	\$ 162,337.50	\$ -
11/01/39	\$ 6,375,000	\$ -	\$ 147,421.88	\$ 954,759.38
05/01/40	\$ 6,375,000	\$ 675,000.00	\$ 147,421.88	\$ -
11/01/40	\$ 5,700,000	\$ -	\$ 131,812.50	\$ 954,234.38
05/01/41	\$ 5,700,000	\$ 705,000.00	\$ 131,812.50	\$ -
11/01/41	\$ 4,995,000	\$ -	\$ 115,509.38	\$ 952,321.88
05/01/42	\$ 4,995,000	\$ 740,000.00	\$ 115,509.38	\$ -
11/01/42	\$ 4,255,000	\$ -	\$ 98,396.88	\$ 953,906.25
05/01/43	\$ 4,255,000	\$ 775,000.00	\$ 98,396.88	\$ -
11/01/43	\$ 3,480,000	\$ -	\$ 80,475.00	\$ 953,871.88
05/01/44	\$ 3,480,000	\$ 810,000.00	\$ 80,475.00	\$ -
11/01/44	\$ 2,670,000	\$ -	\$ 61,743.75	\$ 952,218.75
05/01/45	\$ 2,670,000	\$ 850,000.00	\$ 61,743.75	\$ -
11/01/45	\$ 1,820,000	\$ -	\$ 42,087.50	\$ 953,831.25
05/01/46	\$ 1,820,000	\$ 890,000.00	\$ 42,087.50	\$ -
11/01/46	\$ 930,000	\$ -	\$ 21,506.25	\$ 953,593.75
05/01/47	\$ 930,000	\$ 930,000.00	\$ 21,506.25	\$ 951,506.25
Total		\$ 15,040,000	\$ 11,643,956.25	\$ 25,753,956.25

SECTION 6

AGREEMENT BY AND BETWEEN THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT AND NARCOOSSEE LAND VENTURES, LLC, REGARDING THE DIRECT COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020-2021

This **Agreement** is made and entered into as of this 5th day of August 2020, by and between:

Live Oak Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (hereinafter “District”), and

Narcoossee Land Ventures, LLC, a Florida limited liability company and the owner of a portion of the property located within the boundaries of the District (hereinafter, the “Property Owner”). For purposes of this agreement, Property Owner’s property is more particularly described in **Exhibit “A”** attached hereto (the “Property”).

Recitals

WHEREAS, the District was established by an ordinance adopted by Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the special assessments against the Property once platted and collect such special assessments on the Osceola County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s special assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of special assessments.

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

1. **Assessment Payment.** Property Owner agrees to pay the special assessments necessary to fund the District’s operation and maintenance costs for the fiscal year beginning October 1, 2020, through September 30, 2021 (“Fiscal Year 2020-2021”) and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these special assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2020, indicating the exact amount of the special assessment payment for operation and maintenance for Fiscal Year 2020-2021 and its previously levied debt service. If Property Owner does not pay such invoice in full prior to October 1, 2020, then to the extent permitted by law, Property Owner may pay the assessments in several partial, deferred payments and according to the following schedule: 34% due no later than October 1, 2020, 33% due no later than January 1, 2021, and

33% due no later than March 1, 2021. The District's decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

2. **Enforcement.** This Agreement shall serve as an alternative method for collection of the special assessments. This Agreement shall not affect the District's ability to collect and enforce its special assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the special assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Osceola County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020-2021, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

3. **Prepayment.** Nothing herein shall prevent Property Owner from prepaying special assessments, as otherwise legally provided, and directing any payments made hereunder to the payment of special assessments for Fiscal Year 2020-2021 outstanding on specified parcels (as indicated by Parcel Identification Numbers) within the Property. Further, if all or a portion of the Property is platted prior to March 1, 2021, Property Owner hereby directs any payments made hereunder to be applied as prepayments of special assessments due and owing for Fiscal Year 2020-2021 on such platted lots sold to third-party end users during FY 2020-2021; **however, such application shall only be made up to the amount of assessment paid by Property Owner pursuant to this Agreement as of the date of sale.** At the request of Property Owner, District shall provide an estoppel letter stating the amount of District special assessments outstanding in regard to the Property, or portions thereof.

4. **Notice.** All notices, payments and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: Narcoossee Land Ventures, LLC
370 CenterPointe Circle, Suite 1136
Altamonte Springs, Florida 32701
Attn: Lawrence B. Pitt

If to the District: Live Oak Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Attn: District Counsel

5. **Amendment.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

6. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

8. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

9. **Attorneys' Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

11. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

13. **Effective Date.** The Agreement shall take effect as of October 1, 2020.

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:

Its: _____

**NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company**

Witness

By:

Its:

Exhibit A Description of the Property

**Exhibit A:
Description of the Property**

PARCEL 1 (GROVE #3 PARCEL)

ALL OF LOTS 3, 4, 13, 14, 19, 20, 29 AND 30, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 26, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ALSO:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 26, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN EAST ALONG THE NORTH LINE OF LOTS 2 AND 1 OF SAID SECTION 20, 893.59 FEET; RUN THENCE SOUTH 00°08'30" EAST 479.08 FEET; RUN THENCE NORTH 89°45'30" WEST, 895.5 FEET TO THE WEST LINE OF LOT 15 OF SAID SECTION 20; RUN THENCE NORTH 00°06'15" EAST, 475.27 FEET TO THE POINT OF BEGINNING. BEING ALL OF LOT 2 AND A PORTION OF LOTS 1, 15 AND 16 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST.

PARCEL 2 (GROVE #2 PARCEL)

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, RUN WEST ALONG THE NORTH LINE OF SAID SOUTH 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 661.25 FEET TO A POINT 660.0 FEET EAST OF THE WEST LINE OF SAID SOUTH 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; RUN THENCE SOUTH, PARALLEL TO SAID WEST LINE, 330.0 FEET; RUN THENCE WEST PARALLEL TO AFORESAID NORTH LINE, 660.0 FEET TO THE WEST LINE OF SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; RUN THENCE SOUTH ALONG SAID WEST LINE, 292.0 FEET TO A POINT 370.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; RUN THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 510.38 FEET TO A POINT 150 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH, PARALLEL TO SAID EAST LINE, 170.0 FEET; RUN THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 150.0 FEET; RUN THENCE SOUTH, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 160.0 FEET TO THE NORTH RIGHT OF WAY LINE OF ALLIGATOR LAKE ROAD; RUN THENCE EAST, ALONG SAID RIGHT OF WAY LINE, 60.0 FEET; RUN THENCE NORTH, PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, 300.0 FEET; RUN THENCE EAST, PARALLEL TO AND 340.0 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 570.0 FEET; RUN THENCE SOUTH, PARALLEL TO AFORESAID WEST LINE, 294.86 FEET TO THE NORTH RIGHT OF WAY LINE OF ALLIGATOR LAKE ROAD; RUN THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE, 30.42 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, RUN THENCE NORTH ALONG SAID EAST LINE, 941.75 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT-OF-WAY.

AND

THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT 40.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTH 3/4 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE NORTH 330.0 FEET; RUN THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 175.0 FEET EAST OF THE WEST LINE OF THE SOUTHWEST NORTHEAST 1/4 OF SAID SECTION 20; RUN THENCE SOUTH, PARALLEL TO SAID WEST LINE, 75.0 FEET; RUN THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF NORTHEAST 1/4, 20.0 FEET; RUN THENCE SOUTH 255.0 FEET TO A POINT 155.0 FEET EAST OF THE POINT OF BEGINNING; THENCE RUN WEST 155.0 FEET TO THE POINT OF BEGINNING.

PARCEL 3

THE EAST 330.285 FEET OF LOTS 47, 50 AND 63, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, LYING NORTH OF SR 534A, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 26, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 4

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 26, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN THENCE EAST 660 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; RUN THENCE SOUTH 269 FEET ALONG THE WEST LINE OF LOT 32; RUN THENCE EAST 250 FEET TO A POINT IN LOT 32; RUN THENCE NORTH ON A LINE 761.80 FEET THROUGH LOTS 32, 17 AND 16; RUN THENCE WEST ON A LINE THROUGH LOTS 16 AND 15 TO THE WEST LINE OF LOT 15, A DISTANCE OF 910 FEET; RUN THENCE SOUTH ON THE WEST LINE OF LOTS 15 AND 18, 492.8 FEET TO THE POINT OF BEGINNING, ALL OF THE DESCRIBED TRACT OF LAND BEING IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, AND BEING A PART OF LOTS 15, 16, 17 AND 32, AND ALL OF LOT 18, OF SECTION 20, IN SAID TOWNSHIP AND RANGE, OSCEOLA COUNTY, FLORIDA.

PARCEL 5

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA.

PARCEL 6

LOTS 31 AND 34, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 26, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 7

THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA; LESS THE NORTH 50 FEET THEREOF, WHICH IS RESERVED AS AN EASEMENT FOR INGRESS, EGRESS AND DRAINAGE.

LESS THAT PART DEEDED TO OSCEOLA COUNTY BY SPECIAL WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 2041, PAGE 1895 AND OFFICIAL RECORDS BOOK 2041, PAGE 1898, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST; THENCE SOUTH 00°31'13" WEST, ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 17, A DISTANCE OF 1320.10 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND BEING DESCRIBED AND RECORDED IN DEED BOOK 131, PAGE 501, PUBLIC RECORDS OF OSCEOLA COUNTY AND THE POINT OF BEGINNING; THENCE SOUTH 89°54'33" EAST ALONG THE NORTH BOUNDARY OF SAID PARCEL OF LAND, 80.00 FEET; THENCE SOUTH 00°31'13" WEST, 1322.47 FEET; THENCE NORTH 88°12'59" WEST ALONG THE SOUTH BOUNDARY OF SAID NW 1/4 OF SECTION 17, 80.02 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NW 1/4, SAID WEST BOUNDARY BEING THE EAST LINE OF A 20 FOOT RIGHT-OF-WAY AS SHOWN ON SEMINOLE LAND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 24, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE NORTH 00°31'13" EAST, ALONG SAID LINE, 1320.10 FEET TO THE POINT OF BEGINNING.

LESS: THAT PART TAKEN BY THE CITY OF ST. CLOUD BY STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3811, PAGE 2579, AND FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 3835, PAGE 669, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS COMMENCE AT THE EAST 1/4 CORNER OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 31 EAST, SAID POINT BEING A FOUND RAIL-ROAD SPIKE WITH NO IDENTIFICATION; THENCE SOUTH 88°34'41" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, A DISTANCE OF 80.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HICKORY TREE ROAD (C.R. 15 EXTENSION SOUTH) PER FRANKLIN, MIZO & REID MAPS AND THE POINT OF BEGINNING; THENCE NORTH 00°07'51" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1322.47 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2656, PAGE 447 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE NORTH 89°42'05" EAST ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°07'51" WEST PARALLEL WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1323.07 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS AND THE SOUTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 17; THENCE NORTH 88°34'41" WEST ALONG SAID SOUTH LINES, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

AND:

BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY FLORIDA, RUN SOUTH 1320 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION; THENCE RUN EAST 1318.75 FEET TO THE SOUTHEAST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION; THENCE RUN NORTH ALONG THE EAST LINE OF SAID SE 1/4 OF NW 1/4, 563.7 FEET TO A POINT; RUN THENCE NORTH 53°48' WEST, 1280.6 FEET TO A POINT ON THE NORTH LINE OF SAID SE 1/4 OF NW 1/4; RUN THENCE WEST 287.03 FEET TO THE POINT OF

BEGINNING; LESS THE NORTH 50 FEET THEREOF WHICH IS RESERVED AS AN EASEMENT FOR INGRESS, EGRESS AND DRAINAGE, AND ANY OTHER PORTION THEREOF LYING IN THE RIGHT-OF-WAY OF LIVE OAK DRIVE, AS SET FORTH ON THE PLAT OF LIVE OAK SHORES AS RECORDED IN PLAT BOOK 2, PAGE 104, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ALSO AN EASEMENT FOR DRAINAGE OVER THE WEST 20 FEET OF THE NE 1/4 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA.

AND:

BEGINNING AT THE SW CORNER OF THE NE 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID NE 1/4, 563.7 FEET; RUN THENCE SOUTH 53°48' EAST, 954.25 FEET; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID NE 1/4, 767.55 FEET TO THE POINT OF BEGINNING.

AND:

THE NW1/4 OF THE SE1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA.

AND:

THE NE 1/4 OF THE SW 1/4 AND SW 1/4 OF THE SE 1/4 BOTH IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA.

AND:

THE SE 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH EASEMENTS AS CONTAINED IN WARRANTY DEED BETWEEN A. LEWIS BULLIS AND CELIA C. BULLIS, HIS WIFE AND K/G DEVELOPERS, INC., A FLORIDA CORPORATION RECORDED SEPTEMBER 3, 1971 IN OFFICIAL RECORDS BOOK 225, PAGE 685, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 8 (NE PARCEL)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA; LESS AND EXCEPT THAT PORTION DESCRIBED AS PARCEL 16213, IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1918, PAGE 2958, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 9 (SE JTD PARCEL)

A PORTION OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN SOUTH 89°35'33" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 90.00 FEET TO A POINT ON THE EAST RIGHT OF WAY

LINE OF HICKORY TREE ROAD AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN SOUTH 89°35'33" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1228.27 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN SOUTH 00°10'23" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 2638.40 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 89°43'11" WEST ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1231.12 FEET TO A POINT ON THE AFORESAID EAST RIGHT OF WAY LINE OF SAID HICKORY TREE ROAD; THENCE RUN ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: NORTH 00°14'05" EAST, A DISTANCE OF 1265.15 FEET; THENCE RUN NORTH 89°45'55" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00°14'05" EAST, A DISTANCE OF 1304.61 FEET; THENCE RUN NORTH 89°16'21" EAST, A DISTANCE OF 10.01 FEET; THENCE RUN NORTH 00°14'05" EAST, A DISTANCE OF 68.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT CERTAIN PARCEL KNOWN AS THE "COMMERCIAL PARCEL" UNDER THAT CERTAIN REAL ESTATE PURCHASE AGREEMENT EFFECTIVELY DATED AUGUST 12, 2014 BY AND BETWEEN JTD LAND AT LAKESIDE, LLC; HICKORY TREE INVESTORS, LLC; NARCOOSSEE LAND VENTURES, LLC AND RRJ LAND LLC, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN SOUTH 89°35'33" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 90.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HICKORY TREE ROAD; THENCE RUN SOUTH 00°14'05" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 55.02 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°45'55" EAST, A DISTANCE OF 299.13 FEET; THENCE RUN SOUTH 00°14'05" WEST, A DISTANCE OF 9.50 FEET; THENCE RUN NORTH 89°45'55" WEST, A DISTANCE OF 28.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 41°08'22", A CHORD BEARING SOUTH 20°41'35" WEST AND A CHORD DISTANCE OF 26.70 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 55°59'32", A CHORD BEARING OF SOUTH 28°07'10" WEST AND A CHORD DISTANCE OF 66.66 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.38 FEET TO A POINT OF NON TANGENCY; THENCE RUN SOUTH 00°14'05" WEST, A DISTANCE OF 141.77 FEET; THENCE RUN NORTH 89°45'55" WEST, A DISTANCE OF 141.46 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 55°32'04", A CHORD BEARING OF SOUTH 62°28'03" WEST AND A CHORD DISTANCE OF 66.16 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.82 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 31°45'25", A CHORD BEARING OF SOUTH 74°21'22" WEST AND A CHORD DISTANCE OF 20.79 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.06 FEET TO A POINT OF NON TANGENCY; THENCE RUN SOUTH 00°14'05" WEST, A DISTANCE OF 32.31

FEET; THENCE RUN NORTH 89°45'55" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00°14'05" EAST, A DISTANCE OF 304.00 FEET TO THE POINT OF BEGINNING.

PARCEL 10 (SE HICKORY PARCEL)

A PORTION OF LOTS 7 AND 8, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 26, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 89°43'11" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 90.00 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HICKORY TREE ROAD PER OFFICIAL RECORDS BOOK 1918, PAGE 2958, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE NORTH RIGHT OF WAY LINE OF A 20.00 FOOT PLATTED RIGHT OF WAY PER SAID SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 20; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN SOUTH 00°21'59" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID 20.00 FOOT PLATTED RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE RUN ALONG SAID 20.00 FOOT PLATTED RIGHT OF WAY SOUTH 89°43'11" EAST, A DISTANCE OF 1213.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE RUN SOUTH 00°24'45" WEST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 311.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE RUN NORTH 89°44'36" WEST ALONG THE SOUTH LINE OF SAID LOTS 7 AND 8, A DISTANCE OF 1198.35 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE OF HICKORY TREE ROAD; THENCE RUN ALONG SAID EAST RIGHT OF WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 00°22'00" EAST, A DISTANCE OF 0.94 FEET; THENCE RUN NORTH 89°37'56" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 00°21'59" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 310.84 FEET TO THE POINT OF BEGINNING.

PARCEL 11 (LIVE OAK RANCH PARCEL)

A PORTION OF THE EAST 1/4 OF SECTION 17 AND A PORTION OF THE WEST 1/2 OF SECTION 16, ALL IN TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN S 89°32'21" E ALONG THE SOUTH LINE OF THE WEST 1/4 OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 31 EAST, A DISTANCE OF 2100.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N 19°05'59" W, A DISTANCE OF 2144.00 FEET; THENCE RUN N 48°07'08" W ALONG A LINE 100 FEET PARALLEL WHEN MEASURED PERPENDICULARLY TO THE CENTERLINE OF THE CANAL CONNECTING SARDINE LAKE AND LIVE OAK LAKE, A DISTANCE OF 1564.59 FEET TO THE ORDINARY HIGH WATER LINE HAVING AN ELEVATION OF 64.1 (NAVD 88); THENCE DEPARTING SAID LINE RUN ALONG SAID ORDINARY HIGH WATER LINE THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES, S 46°05'27" W, A DISTANCE OF 86.20 FEET; THENCE S 77°05'50" W, A DISTANCE OF 84.53 FEET; THENCE S 71°10'54" W, A DISTANCE OF 41.13; THENCE S 54°39'11" W, A DISTANCE OF 33.88 FEET; THENCE S 52°43'37" W, A DISTANCE OF 70.77 FEET; THENCE S 79°34'06" W, A DISTANCE OF 28.06 FEET; THENCE S 79°48'49" W, A DISTANCE OF 74.35 FEET; THENCE N 73°45'43" W, A DISTANCE OF 190.72 FEET; THENCE N 78°39'53" W, A DISTANCE OF 217.12 FEET; THENCE S 89°23'09" W, A DISTANCE OF 185.48 FEET; THENCE N 65°38'39" W, A

DISTANCE OF 131.73 FEET; THENCE S 74°48'37" W, A DISTANCE OF 22.15; THENCE N 36°47'40" W, A DISTANCE OF 16.47 FEET; THENCE N 86°21'47" W, A DISTANCE OF 87.85 FEET; THENCE N 38°18'54" W, A DISTANCE OF 40.85 FEET; THENCE N 78°52'14" W, A DISTANCE OF 176.71 FEET; THENCE N 74°40'11" W, A DISTANCE OF 65.28 FEET; THENCE N 66°30'52" W, A DISTANCE OF 53.70 FEET; THENCE S 85°47'24" W, A DISTANCE OF 31.40 FEET TO THE WEST LINE OF THE EAST 1/4 OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST; THENCE RUN S 00°13'32" W ALONG SAID WEST LINE, A DISTANCE OF 3135.14 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE RUN S 89°34'38" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1309.63 FEET TO THE POINT OF BEGINNING.

EXPANSION PARCEL (LAKESIDE GROVES NW RESIDENTIAL PARCEL)

ALL OF LOTS 2, 15, 18, 31, 32, 33, 34, 47, 48, 50 AND A PORTION OF LOTS 1, 17, 49, 63, AND 64 OF SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK B, PAGE 24 PUBLIC RECORDS OSCEOLA COUNTY, FLORIDA; SAID LANDS BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN N89°41'28"W ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°07'16"E A DISTANCE OF 111.03 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NEW NOLTE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3953, PAGE 1342 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE WEST RIGHT OF WAY LINE OF HICKORY TREE ROAD PER PLAT BOOK B, PAGE 24 OF SAID PUBLIC RECORDS; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING TWO COURSES: S57°18'43"W, A DISTANCE OF 66.28 FEET; THENCE RUN N89°37'55"W, A DISTANCE OF 217.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: N89°37'55"W, A DISTANCE OF 982.17 FEET; THENCE RUN N32°29'37"W, A DISTANCE OF 49.61 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CLARK ROAD PER PLAT BOOK B, PAGE 24, AND THE WEST LINE OF THE AFOREMENTIONED LOT 63; THENCE RUN N00°09'22"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2505.85 FEET TO THE NORTHWEST CORNER OF LOT 2 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF HEARN ROAD (A 40' UNIMPROVED RIGHT OF WAY) PER PLAT BOOK B, PAGE 24; THENCE RUN S89°31'06"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 757.13 FEET TO THE WEST LINE OF THAT CERTAIN OSCEOLA COUNTY PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1918, PAGE 2958 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN ALONG THE WEST AND SOUTHERLY BOUNDARIES OF SAID OSCEOLA COUNTY PARCEL THE FOLLOWING THREE COURSES: S00°08'07"W, A DISTANCE OF 276.25 FEET; THENCE RUN S89°09'51"E, A DISTANCE OF 173.52 FEET; THENCE RUN N71°50'34"E, A DISTANCE OF 275.99 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HICKORY TREE ROAD PER OSCEOLA COUNTY RIGHT OF WAY MAP FOR COUNTY ROAD 15 EXTENSION; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1762.57 FEET, A CENTRAL ANGLE OF 04°05'59", A CHORD BEARING OF S16°02'06"E AND CHORD DISTANCE OF 126.09 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 126.12 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°32'24"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 586.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN S00°08'19"W ALONG THE EAST LINE OF

LOT 15 OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION, A DISTANCE OF 330.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE RUN S89°33'42"E ALONG THE NORTH LINE OF LOT 17 OF AFORESAID SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION , A DISTANCE OF 636.58 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HICKORY TREE ROAD PER SAID OSCEOLA COUNTY RIGHT OF WAY MAP; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1762.57 FEET, A CENTRAL ANGLE OF 03°14'58", A CHORD BEARING OF S01°29'01"E AND A CHORD DISTANCE OF 99.95 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.96 FEET TO THE END OF SAID CURVE; THENCE RUN S00°07'16"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1525.13 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY RUN N89°37'55"W, A DISTANCE OF 272.27 FEET; THENCE RUN S00°22'05"W, A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING.

THE FOREGOING IN ITS ENTIRETY LESS AND EXCEPT:

Lots 1 through 223, inclusive, TWIN LAKES PHASE 1, according to the plat thereof as recorded in Plat Book 24, Pages 172 through 178, inclusive, of the Public Records of Osceola County, Florida.

AND

Lots 250 through 415, inclusive, NORTHWEST LAKESIDE GROVES PHASE 1, according to the plat thereof as recorded in Plat Book 25, Pages 42 through 45, inclusive, of the Public Records of Osceola County, Florida.

AND

Lots 416 through 573, inclusive, NORTHWEST LAKESIDE GROVES PHASE 2, according to the plat thereof as recorded in Plat Book 28, Pages 58 through 64, inclusive, of the Public Records of Osceola County, Florida.

AND

Lots 600 through 789, inclusive, TWIN LAKES PHASE 2A and 2B, according to the plat thereof as recorded in Plat Book 27, Pages 121 through 126, inclusive, of the Public Records of Osceola County, Florida.

SECTION C

SECTION 1

PROOF OF PUBLICATION
From

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared Rochelle Stidham, who on oath says that she is the Publisher of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

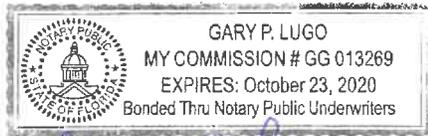
June 25, 2020,

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before

me by Rochelle Stidham, who is personally known to me, this

June 25, 2020



In THE MATTER OF:
NOTICE OF RULE DEVELOPMENT
Live Oak Lake CDD

FIRST PUBLICATION: June 25, 2020
LAST PUBLICATION: June 25, 2020

NOTICE OF RULE DEVELOPMENT BY THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Live Oak Lake Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.3144, 112.3145, 119.07, 119.0701, 189.053, 189.089(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.014, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager, c/o Jill Burns, 219 E. Livingston St., Orlando, Florida 32801, Phone: (407) 841-5524.

Jill Burns, District Manager
Live Oak Lake Community Development District
Run Date: June 25, 2020



Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741
Phone: (407) 846-7600 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on
www.AroundOsceola.com or
www.FloridaPublicNotices.com
Ad#31402

PROOF OF PUBLICATION
From

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared Rochelle Stidham, who on oath says that she is the Publisher of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

July 02, 2020,

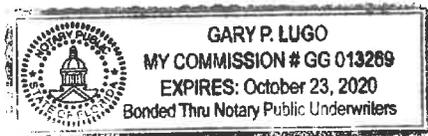
Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before

me by Rochelle Stidham, who is

personally known to me, this

July 2, 2020



In THE MATTER OF:
NOTICE OF RULEMAKING
Live Oak Lake CDD

FIRST PUBLICATION: July 02, 2020
LAST PUBLICATION: July 02, 2020

NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Live Oak Lake Community Development District ("District") on August 5, 2020 at 2:30 p.m. at the Holiday Inn Orlando SW Celebration, 5711 W Irlo Bronson Memorial Hwy, Kissimmee, Florida 34746. Social distancing protocols, including the requirement to wear a mask, may be required.

Anyone wishing to participate in the meeting telephonically on the above date and time may call 1-312-626-6799 or 1-646-676-9923, and when prompted, enter Meeting ID: 935 7625 1476. The meeting may also be attended by video, using this web address: <https://zoom.us/j/93576251476>. Additional information regarding this meeting may be obtained from the District's website <https://www.liveoaklakecdd.org/>, by contacting the District Manager Jillian Burns at jburns@gmscfl.com, or by calling 407-841-5524.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Osceola News-Gazette on Thursday, June 25, 2020.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.064, Florida Statutes (2019).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office at 219 E. Livingston St., Orlando, Florida 32801, or by calling (407) 841-5524.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing

within twentyone (21) days after publication of this notice to the District Manager's Office. Any affected person may request a public hearing on the District's intent to adopt its proposed Rules of Procedure and must submit a written request to the District Manager's Office, which must be received within twenty-one (21) days after the date of this notice.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1800-955-8770 for aid in contacting the District Office.

Live Oak Lake Community Development District
Jill Burns, District Manager

Run Date: July 2, 2020



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SECTION 6

RESOLUTION 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Live Oak Lake Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of August, 2020.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED
RULES OF PROCEDURE
LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF AUGUST 5, 2020

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Rule 1.0 General.

- (1) The Live Oak Lake Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 566-1935. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
 - (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
 - (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if **the proposals are too high**, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective August 5, 2020, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION V

SECTION A



Landscape Maintenance Agreement

Property Name: Live Oak Lake CDD - Maintenance

Live Oak Lake CDD

Frequency of Service 36

Services per month

January	February	March	April	May	June
2	1	2	3	4	4
July	August	September	October	November	December
5	4	4	3	2	2

Description of Services	Frequency
General Landscape Services	
Maintenance Services: Mowing - Weed Control - Pruning	36
Annual Maintenance Price	\$75,780.00



Services

Mowing:

Mowing shall be performed with commercial grade mower types and blades to provide a quality cut. Mower blades will be sharpened between each mowing to prevent tearing of grass blades. Mowing patterns shall be rotated to minimize scalping and rutting by mower wheels and to minimize soil compaction. All turf shall be mowed at a height of 3"- 4" inches. All turf shall be mowed weekly during the growing season of May through October and bi-weekly during the slow growing season of November through April. Should the association request additional cuts, a separate proposal can be provided at the time service is requested. Clippings shall be left on the lawn as long as no visible clumps remain on the grass surface 24 hours after mowing; otherwise Contractor will collect and dispose of clippings.

Edging:

All hard surfaces shall be edged at every mowing. All soft surfaces, (landscape beds), shall be edged every other visit to maintain a clean edge.

Debris Removal:

Contractor shall be responsible for the removal of all lawn debris and visible clippings with each site visit and blowing off all walks, driveways, and street area where debris may be visible.

Service Terms

Terms & Conditions (Maintenance Contract)

Upon acceptance, this agreement is for an initial term of 12 months starting with the start date entered below. Either Client or Juniper Landscaping of Fla, LLC, may terminate this agreement at any time during the 12 month term with (30) day certified mail notice for cause. In the event neither party terminates this agreement, it will automatically renew with an agreed 3% increase per year. Juniper Landscaping may terminate this agreement at any time due to payment outside of terms. For the convenience of our client only, the monthly contract charge under this agreement is an average of the total charge for all work to be performed under the agreement divided by the number of calendar months included in the payment period of the agreement. Payment is due upon receipt and an interest rate of 1 ½ % per month will be applied to invoices that are past due.

The Client may terminate this agreement for cause as provided herein: 1. Client shall provide Juniper written notice by certified mail of any complaints pertaining to the scope of work outlined in the Contracted Service Provided. The notice shall provide specific reference to alleged problems so as to precisely and accurately inform Juniper of Client's complaints and concerns. 2. Juniper shall have fifteen (15) days after receipt of the aforesaid notice from Client in which to address those items identified in the notice. 3. If after the time provided above, the items identified in the notice are properly addresses, the agreement will continue as stated herein. It will be presumed the contract is still in force unless Client provides the notice of intent to terminate as provided below. 4. If Client does not believe Juniper has reasonably addressed those items listed on the notice, Client shall provide a second written notice by certified mail to Juniper of Client's intent to terminate this contract. Termination shall thereafter take affect thirty (30) days after mailing of the termination notice as determined by the post mark. In the event of termination of this agreement, Client agrees to remit payment based on number of service visits rendered to point of

termination. All products used in Property are purchased from professional lawn product vendors. All services are rendered on an as needed basis, weather permitting.

Juniper will not be responsible for environmental cleanup work or repairs due to acts of God, actions outside of our control, including, but not limited to, underground wiring or line damage, lethal yellowing disease, freeze damage, strong winds, excessive water or lack of water, tornadoes, hurricanes, lightning, hail, winds, vehicle damage or vandals.

Please sign this agreement below and return to us upon agreement approval. If you should have any questions, please do not hesitate to contact us at 239-561-5980. We look forward to servicing your property.

Terms & Conditions

Standard Warranty:

Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following: Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement.

Juniper is not responsible for damage to non-located underground.

Fees and Costs: In the event of a payment default, Customer shall be responsible for paying the costs Juniper incurs to collect any unpaid balance due to Juniper, including but not limited to, attorney's fees and court costs.

Invoice Interest: Commencing on the due date specified on your invoice, the unpaid balance shall accrue interest at the highest lawful rate specified in the Florida Statutes until paid in full.

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$6,315.00	\$0.00	\$6,315.00
August	\$6,315.00	\$0.00	\$6,315.00
September	\$6,315.00	\$0.00	\$6,315.00
October	\$6,315.00	\$0.00	\$6,315.00
November	\$6,315.00	\$0.00	\$6,315.00
December	\$6,315.00	\$0.00	\$6,315.00
January	\$6,315.00	\$0.00	\$6,315.00
February	\$6,315.00	\$0.00	\$6,315.00
March	\$6,315.00	\$0.00	\$6,315.00
April	\$6,315.00	\$0.00	\$6,315.00
May	\$6,315.00	\$0.00	\$6,315.00
June	\$6,315.00	\$0.00	\$6,315.00
	\$75,780.00	\$0.00	\$75,780.00

By *John C. Dougherty*

By _____

Print Name John C. Dougherty

Print Name _____

Date 6/18/2020

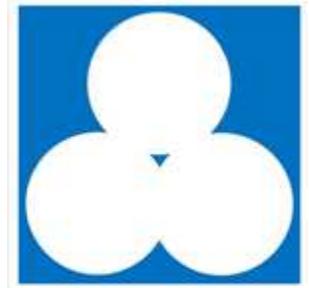
Date _____

Juniper Landscaping of Florida LLC

**Live Oak Lake CDD -
Maintenance**

SECTION B

PROPOSAL: LCFQ2210



LANDFORM
OF CENTRAL FLORIDA INC.

398 N. Dobson St., Orlando, FL
t. (407)298-3036 f. (407)298-8987

Customer: Twin Lakes HOA 2453 Model Lane St. Cloud, FL 34772 t. (407) 556-3903 f. (407) 386-7245	Job Information: Name: Twin Lakes CDD Ponds Location: Twin Lakes St. Cloud, FL
Contact: Stacey Peach executivedirector@mytwinlakes	

Proposal Date	Good Thru	Job Type	Payment Terms
07/09/20	8/8/2020	Maintenance	Net 30 Days

Description	Specifications	Qty	Unit Price	Ext. Price
CDD Ponds-Twin Lakes 13 ponds				
<i>Maintenance of 13 ponds at Twin Lakes. Frequency of Service will be 36 times per year. Services per month will be January 2 times, February 1 time, March 2 times, April 3 times, May 4 times, June 4 times, July 5 times, August 4 times, September 4 times, October 3 times, November 2 times and December 2 times.</i>				
Maintenance service	MO	12	\$4,410.00	\$52,920.00

Plans Info:		SubTotal	\$52,920.00
Plans Dated:	Notes:	Tax	\$0.00
		Total	\$52,920.00

Acceptance of Proposal

Proposal No.: LCFQ2210

Submit to: Twin Lakes HOA

Landform of Central Florida, Inc. (LCF) proposal for work on **Twin Lakes CDD Ponds** for a total of **\$52,920.00** is satisfactory and hereby accepted. LCF is authorized to perform all specified work. All invoices shall be paid by the Customer in accordance with the Payment Terms of **Net 30 Days**. If Customer does not pay within the payment terms, LCF shall impose a late-payment fee of 1.5% per month, or 18% annually, on the unpaid balance until paid in full.

Print Authorized Customer Representative Name

Wanda Ingles

Print Authorized LCF Representative Name

Authorized Customer Representative Signature

Wanda J. Ingles

Authorized LCF Representative Signature

All materials are guaranteed to be installed or delivered according to above specifications. LCF agrees to perform, furnish and provide all labor, materials, equipment, tools, and services proper for the performance and completion of the work in a workmanlike manner and in accordance with the Contract Documents and all applicable statutes, ordinances and regulations. The Customer agrees that additional services will be provided and invoiced separately upon approval of both parties. LCF may accept Customer's email as written confirmation of acceptance of responsibility to pay for additional services and material. The Customer agrees to receive estimates, invoicing and communications via email. The completion of this agreement is contingent upon all strikes, acts of God, accidents, or circumstances beyond LCF control. The Customer will be responsible for damages and loss caused by acts of God, theft, negligence on the part of the Customer, or damage that may be caused by other(s) sub-contractor(s), company, individual or agency not related with LCF. No guarantee is expressed or implied unless agreed upon in writing and signed by both parties. The Customer assumes their responsibilities for damage to any underground structure, paving or building on the site. In the event that it becomes necessary to place this agreement in the hands of an attorney for collection purposes, the Customer will pay all reasonable attorney fees, expenses and court costs.

SECTION VI



Lake & Wetland

MANAGEMENT



Submersed Vegetation Management Agreement:

Twin Lakes

Dear Stacey,

We greatly appreciate the opportunity to bid on this project for you! Attached is the ditch maintenance agreement for Twin Lakes.

Lake and Wetland Management is a full-service environmental resource management team, offering a wide a variety of services, including; lake management:

- Algae, border grass, and aquatic weed control.
- Wetland preserve management including invasive plant control.
- Fountain and aeration system sales and service.
- DredgeSox earth-friendly erosion control system.
- Beneficial native plant installation.
- Environmental and wetland monitoring for agency compliance.

Our team leads the industry and has an exemplary reputation with many government agencies, builders, developers, property managers and homeowner associations. Our State-certified, trained biologists have been providing environmental services for many of Florida's waterways and natural areas since 1992.

Lake and Wetland Management is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Chad Bass
Lake & Wetland Management
Central Florida
807 Sawdust Trail
Kissimmee, FL 34744



Submersed Vegetation Service Agreement

This Agreement is made between *Lake and Wetland Management Orlando, Inc.*, and:

April 23, 2020

Stacey Peach

2845 Hickory Tree Road
St. Cloud, FL 34772

executivedirector@mytwinlakeshoa.com
(407) 556-3903

Both *Twin Lakes (CUSTOMER)* and *Lake and Wetland Management (LWM)* agree to these terms and conditions for Special Service Agreement:

Description of Service

- A. **Submersed Vegetation management** service including algae, border grass, and invasive exotic plant control for one (1) dock area totaling 0.22 acres.
- LWM shall provide all supervision, labor, herbicide, equipment, materials and incidentals necessary for the maintenance treatment.
 - LWM will visit the site monthly with treatments as necessary to control undesirable growth. A minimum of twelve (12) visits will be performed annually.
 - All Florida Exotic Pest Plant Council (FLEPPC) listed invasive exotic species will be treated in place with EPA-certified herbicides. No vegetation or algae will be removed from the waterway.
 - Native vegetation will be left for the benefit of fish and wildlife, unless otherwise requested.
 - Casual debris, defined as cups, plastic and other man-made materials, will be removed during scheduled service visits. Large or dumped items, palm fronds and other landscape debris are not included.
 - A comprehensive service report will be submitted detailing work performed upon completion of each service visit.

Investment Schedule

- A. LWM agrees to perform the **ditch management service** stated above on a **monthly basis** for the total sum of **\$165.00**

Site Map



Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above-mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **LWM** for the consequences of such services.
2. **LWM** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third-party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon anniversary of execution date, unless notice is given by either party with at least 30 days written notice.
6. If **LWM** is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **LWM**.
7. **LWM** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Chad Bass _____

Chad Bass
Lake and Wetland Management, Inc.

Authorized signature
Date:



Conservation Area Agreement:

Twin Lakes

Dear Stacey,

We greatly appreciate the opportunity to bid on this project for you! Attached is the conservation area maintenance agreement for Twin Lakes.

Lake and Wetland Management is a full-service environmental resource management team, offering a wide a variety of services, including; lake management:

- Algae, border grass, and aquatic weed control.
- Wetland preserve management including invasive plant control.
- Fountain and aeration system sales and service.
- DredgeSox earth-friendly erosion control system.
- Beneficial native plant installation.
- Environmental and wetland monitoring for agency compliance.

Our team leads the industry and has an exemplary reputation with many government agencies, builders, developers, property managers and homeowner associations. Our State-certified, trained biologists have been providing environmental services for many of Florida's waterways and natural areas since 1992.

Lake and Wetland Management is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Chad Bass
Lake & Wetland Management
Central Florida
807 Sawdust Trail
Kissimmee, FL 34744



Conservation Area Agreement

This Agreement is made between *Lake and Wetland Management Orlando, Inc.*, and:

January 15, 2020

Stacey Peach

Twin Lakes

2453 Model Lane

Saint Cloud, FL 34772

executivedirector@mytwinlakeshoa.com

(407) 556-3903

Both *Twin Lakes (CUSTOMER)* and *Lake and Wetland Management (LWM)* agree to these terms and conditions for Special Service Agreement:

Description of Service

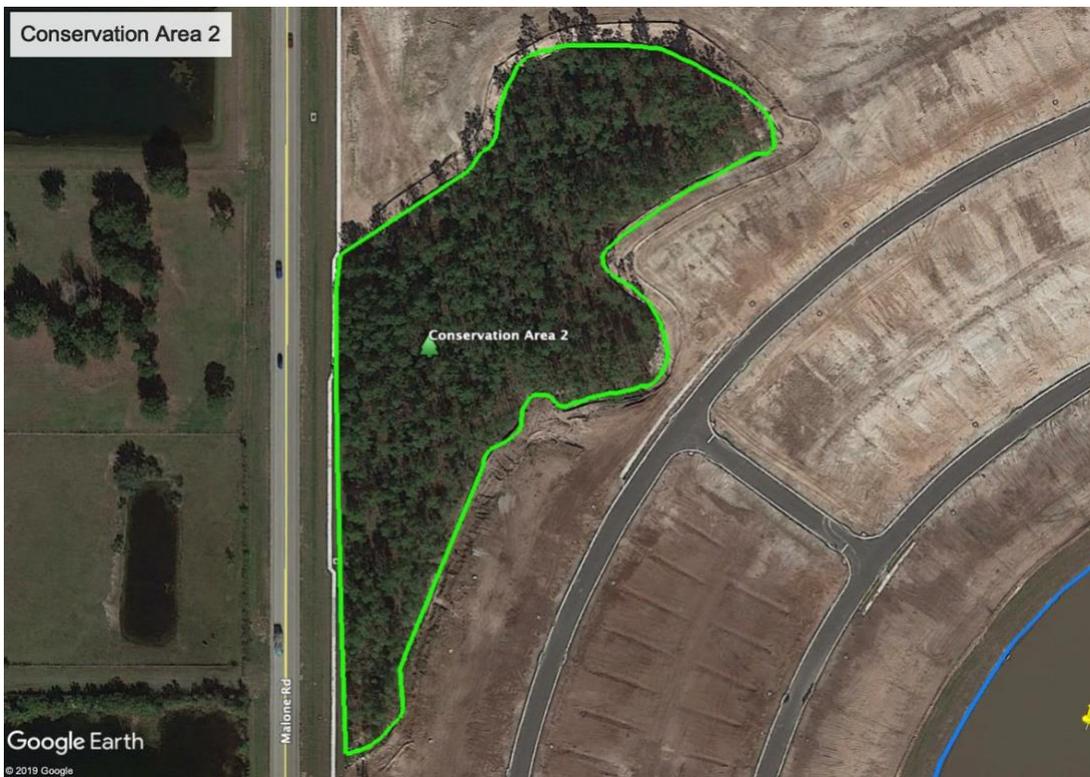
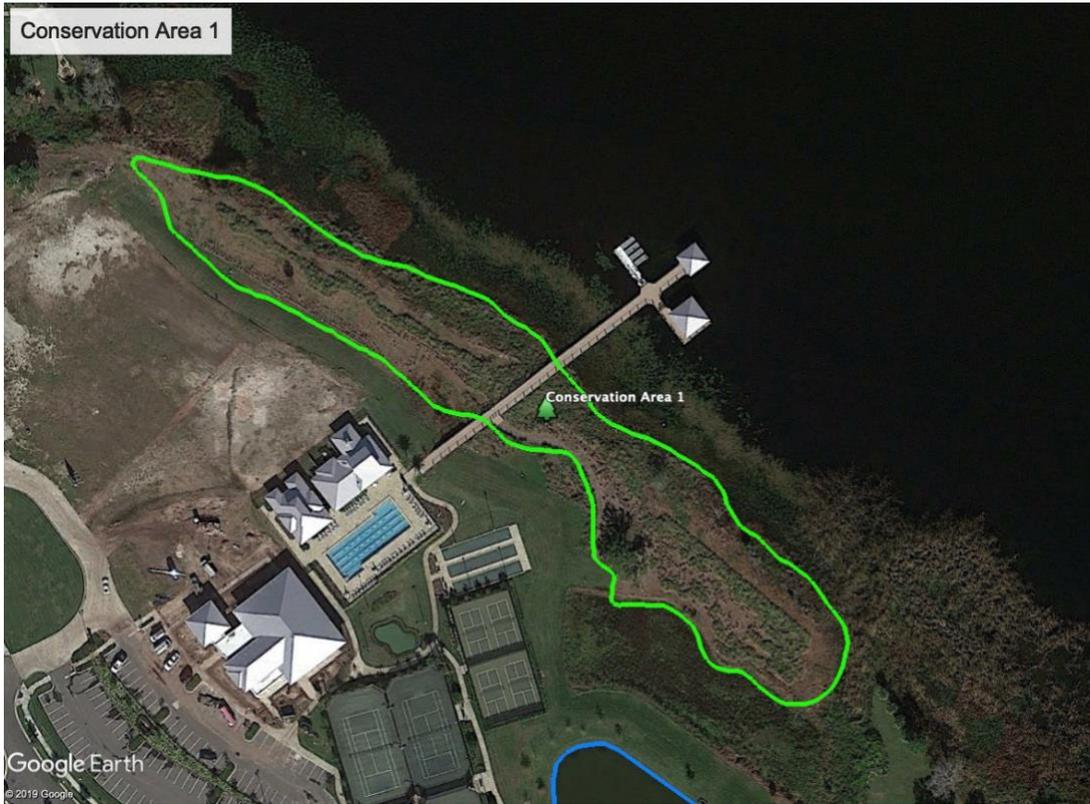
A. **Conservation Area Management** service including algae, border grass, and invasive exotic plant control for two (2) conservation easements totaling 6.42 acres.

- LWM shall provide all supervision, labor, herbicide, equipment, materials and incidentals necessary for the maintenance treatment.
- LWM will visit the site monthly with treatments as necessary to control undesirable growth. A minimum of twelve (12) visits will be performed annually.
- All Florida Exotic Pest Plant Council (FLEPPC) listed invasive exotic species will be treated in place with EPA-certified herbicides. No vegetation will be removed from the conservation areas.
- Native vegetation will be left for the benefit of fish and wildlife, unless otherwise requested.
- Casual debris, defined as cups, plastic and other man-made materials, will be removed during scheduled service visits. Large or dumped items, palm fronds and other landscape debris are not included.
- A comprehensive service report will be submitted detailing work performed upon completion of each service visit.

Investment Schedule

A. LWM agrees to perform the **Conservation Area Management service** stated above on a **monthly basis** for the total sum of **\$195.00 per event**.

Map of Areas



Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above-mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **LWM** for the consequences of such services.
2. **LWM** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third-party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon anniversary of execution date, unless notice is given by either party with at least 30 days written notice.
6. If **LWM** is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **LWM**.
7. **LWM** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Chad Bass _____

Chad Bass
Lake and Wetland Management, Inc.

Authorized signature
Date:

SECTION VII

**LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2019**

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA**

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CERTIFIED PUBLIC ACCOUNTANTS

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(561) 994-9299 • (800) 299-4728
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www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Live Oak Lake Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Live Oak Lake Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2019, 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, 2019, 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 June 22, 2020, 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 solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 22, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Live Oak Lake Community Development District, Osceola County, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2019. 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 liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$6,231,427).
- The change in the District's total net position in comparison with the prior fiscal year was \$955,579, 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, 2019, the District's governmental funds reported combined ending fund balances of \$1,484,547, a decrease of (\$1,567,335) in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, assigned to operating reserves, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

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

1) Government-Wide Financial Statements

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

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

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

The government-wide financial statements include all governmental activities that are principally supported by assessments and Developer revenues. The District does not have any business-type activities. The governmental activities of the District include general government (management), physical environment functions.

2) Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

2) Fund 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 outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

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

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

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

3) Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

	NET POSITION	
	SEPTEMBER 30,	
	2019	2018
Assets, excluding capital assets	\$ 1,931,243	\$ 3,073,096
Capital assets, net of depreciation	7,500,796	5,238,701
Total assets	<u>9,432,039</u>	<u>8,311,797</u>
Current liabilities	732,978	312,371
Long-term liabilities	14,930,488	15,186,432
Total liabilities	<u>15,663,466</u>	<u>15,498,803</u>
Net Position		
Net investment in capital assets	(7,429,441)	(8,366,621)
Restricted	1,029,911	1,015,126
Unrestricted	168,103	164,489
Total net position	<u>\$ (6,231,427)</u>	<u>\$ (7,187,006)</u>

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 spending. 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.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

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

	CHANGES IN NET POSITION	
	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2019	2018
Revenues:		
Program revenues		
Charges for services	\$ 1,232,299	\$ 1,137,020
Operating grants and contributions	4,839	3,175
Capital grants and contributions	739,382	3,691
General revenues		
Investment earnings	2,086	756
Total revenues	<u>1,978,606</u>	<u>1,144,642</u>
Expenses:		
General government	96,653	100,225
Physical environment	228,418	228,538
Interest	697,956	709,394
Total expenses	<u>1,023,027</u>	<u>1,038,157</u>
Change in net position	955,579	106,485
Net position - beginning	(7,187,006)	(7,293,491)
Net position - ending	<u>\$ (6,231,427)</u>	<u>\$ (7,187,006)</u>

As noted above and in the statement of activities, the cost of all governmental activities for the fiscal year ended September 30, 2019 was \$1,023,027. The costs of the District's activities were primarily funded by program revenues. Program revenues, comprised primarily of assessments, increased during the fiscal year, as a result of increase in impact fee revenue. In total, expenses, including depreciation, decreased from the prior fiscal year. The majority of the change in expenses results from the decrease in interest.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2019 exceeded appropriations by \$478,539. The over expenditures were funded by available fund balance.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2019, the District had \$7,887,239 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$386,443 has been taken, which resulted in a net book value of \$7,500,796. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2019, the District had \$15,040,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

It is anticipated that the general operations of the District will increase as the District is being built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, 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 Live Oak Lake Community Development District's Finance Department at 219 E. Livingston St. Orlando, Florida 32801.

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2019**

	Governmental Activities
ASSETS	
Cash	\$ 328,545
Assessments receivable	288,871
Restricted assets:	
Investments	1,313,827
Capital assets:	
Nondepreciable	2,435,175
Depreciable, net	5,065,621
Total assets	9,432,039
 LIABILITIES	
Accounts payable and accrued expenses	16,557
Due to Developer	430,139
Accrued interest payable	286,282
Non-current liabilities:	
Due within one year	275,000
Due in more than one year	14,655,488
Total liabilities	15,663,466
 NET POSITION	
Net investment in capital assets	(7,429,441)
Restricted for debt service	1,029,911
Unrestricted	168,103
Total net position	\$ (6,231,427)

See notes to the financial statements

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

<u>Functions/Programs</u>	Program Revenues				Net (Expense) Revenue and Changes in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
Primary government:					
Governmental activities:					
General government	\$ 96,653	\$ 96,653	\$ -	\$ -	\$ -
Physical environment	228,418	166,630	-	739,382	677,594
Interest on long-term debt	697,956	969,016	4,839	-	275,899
Total governmental activities	1,023,027	1,232,299	4,839	739,382	953,493
General revenues:					
Investment earnings					2,086
Total general revenues					2,086
Change in net position					955,579
Net position - beginning					(7,187,006)
Net position - ending					\$ (6,231,427)

See notes to the financial statements

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2019**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 328,545	\$ -	\$ -	\$ 328,545
Investments	-	1,313,576	251	1,313,827
Assessments receivable	288,871	-	-	288,871
Due from other funds	-	2,617	-	2,617
Total assets	<u>\$ 617,416</u>	<u>\$ 1,316,193</u>	<u>\$ 251</u>	<u>\$ 1,933,860</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued expenses	\$ 16,557	\$ -	\$ -	\$ 16,557
Due to other funds	2,617	-	-	2,617
Due to Developer	430,139	-	-	430,139
Total liabilities	<u>449,313</u>	<u>-</u>	<u>-</u>	<u>449,313</u>
Restricted for:				
Debt service	-	1,316,193	-	1,316,193
Capital projects	-	-	251	251
Assigned to:				
Operating reserve	35,000	-	-	35,000
Unassigned	133,103	-	-	133,103
Total fund balances	<u>168,103</u>	<u>1,316,193</u>	<u>251</u>	<u>1,484,547</u>
Total liabilities and fund balances	<u>\$ 617,416</u>	<u>\$ 1,316,193</u>	<u>\$ 251</u>	<u>\$ 1,933,860</u>

See notes to the financial statements

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2019**

Total fund balances - governmental funds \$ 1,484,547

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, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	7,887,239	
Accumulated depreciation	<u>(386,443)</u>	7,500,796

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	(286,282)	
Discount on bonds	113,568	
Amortization of discount on bonds	(4,056)	
Bonds payable	<u>(15,040,000)</u>	<u>(15,216,770)</u>

Net position of governmental activities		<u><u>\$ (6,231,427)</u></u>
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See notes to the financial statements

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 263,283	\$ 969,016	\$ -	\$ 1,232,299
Developer contributions	-	-	257,793	257,793
Impact fees	480,139	-	-	480,139
Interest income	2,086	4,839	1,450	8,375
Total revenues	<u>745,508</u>	<u>973,855</u>	<u>259,243</u>	<u>1,978,606</u>
EXPENDITURES				
Current:				
General government	91,483	5,170	-	96,653
Physical environment	71,923	-	-	71,923
Debt Service:				
Principal	-	260,000	-	260,000
Interest	-	698,775	-	698,775
Capital outlay	578,488	-	1,840,102	2,418,590
Total expenditures	<u>741,894</u>	<u>963,945</u>	<u>1,840,102</u>	<u>3,545,941</u>
Excess (deficiency) of revenues over (under) expenditures	3,614	9,910	(1,580,859)	(1,567,335)
Fund balances - beginning	<u>164,489</u>	<u>1,306,283</u>	<u>1,581,110</u>	<u>3,051,882</u>
Fund balances - ending	<u>\$ 168,103</u>	<u>\$ 1,316,193</u>	<u>\$ 251</u>	<u>\$ 1,484,547</u>

See notes to the financial statements

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, 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, 2019**

Net change in fund balances - total governmental funds	\$ (1,567,335)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and capitalized in the statement of net position.	2,418,590
Depreciation on capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(156,495)
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.	260,000
Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(4,056)
The change in accrued interest on long-term liabilities between the current and prior fiscal year recorded in the statement of activities but not in the governmental fund financial statements.	4,875
Change in net position of governmental activities	<u>\$ 955,579</u>

See notes to the financial statements

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

The Live Oak Lake Community Development District ("District") was established on October 13, 2015, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Osceola County Ordinance 2015-63, as amended by Ordinance 2016-20. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

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

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre with fractions thereof rounded upward to the nearest whole number. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2019, two of the Board members are affiliated with Narcoossee Land Ventures, LLC ("Developer").

The Board has the final responsibility for:

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

Assessments are non-ad valorem assessments on all benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are 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 District reports the following major governmental funds:

General Fund

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

Debt Service Fund

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

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 District'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 of 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 government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at 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.

Infrastructure of the District is depreciated using the straight-line method over the following estimated useful life:

<u>Assets</u>	<u>Years</u>
Infrastructure	10-40

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

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

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized 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

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

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

Fund Equity/Net Position

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

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

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

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

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

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

NOTE 4 – DEPOSITS 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, 2019:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
U.S. Bank Commercial Paper	\$ 1,313,827	S&P A-1+	Open-ended
Total Investments	<u>\$ 1,313,827</u>		

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

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.

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 type 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, 2019 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 16,585	\$ 2,418,590	\$ -	\$ 2,435,175
Total capital assets, not being depreciated	16,585	2,418,590	-	2,435,175
Capital assets, being depreciated				
Infrastructure	5,452,064	-	-	5,452,064
Total capital assets, being depreciated	5,452,064	-	-	5,452,064
Less accumulated depreciation for:				
Infrastructure	229,948	156,495	-	386,443
Total accumulated depreciation	229,948	156,495	-	386,443
Total capital assets, being depreciated, net	5,222,116	(156,495)	-	5,065,621
Governmental activities capital assets, net	\$ 5,238,701	\$ 2,262,095	\$ -	\$ 7,500,796

NOTE 5 – CAPITAL ASSETS (Continued)

The District's Capital Improvement Project (the "CIP") is estimated to cost approximately \$35.4 million and includes on-site and off-site public roadways, storm water management systems, electrical service systems, utility systems, conservations mitigation, landscaping, irrigation, hardscape, prof. fees and contingency. The Capital improvements described are expected to be made in multiple phases over time. Initial infrastructure project of the CIP includes the public infrastructure components of Phases 1 & 2 of the Development in the approx. amount of \$13 million (the "Series 2016 Project"). Proceeds of the Series 2016 Bonds are being utilized to acquire, construct, install and/or equip the Series 2016 Project. The majority of the current year improvements were acquired from the Developer.

At the time of issuance of the Series 2016 Bonds, it was anticipated that the District will issue one or more additional series of bonds in the estimated principal amount of \$13 million to fund an estimated \$11 million of additional portions of the CIP. The remainder of the CIP not funded with proceeds of the Series 2016 Bonds or a future series of bonds, will be funded by the Developer.

NOTE 6 – LONG TERM LIABILITIES

Series 2016

In August 18 2016, the District issued \$15,550,000 of Capital Improvement Revenue Bonds. The Series 2016 consists of \$7,330,000 which is due on May 1, 2036 with fixed interest rate of 4.500% and \$8,220,000 due on May 1, 2047 with fixed interest rate of 4.625%. The Bonds were issued to provide funds for the costs of acquiring, constructing and equipping assessable improvements of the CIP. Interest is to be paid semiannually on each May 1 and November 1, commencing November 1, 2016. Principal on the Bonds is to be paid serially commencing May 1, 2018 through May 1, 2047.

The Series 2016 Bonds may be called for redemption prior to maturity as a whole or in part on or after May 1, 2026. The Bonds are also subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture.

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, 2019.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2019 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2016	\$ 15,300,000	\$ -	\$ 260,000	\$ 15,040,000	\$ 275,000
Less Bond discount	113,568	-	4,056	109,512	-
Total	<u>\$ 15,186,432</u>	<u>\$ -</u>	<u>\$ 255,944</u>	<u>\$ 14,930,488</u>	<u>\$ 275,000</u>

NOTE 6 – LONG TERM LIABILITIES

Long-term Debt Activity (Continued)

At September 30, 2019, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2020	\$ 275,000	\$ 687,075	\$ 962,075
2021	285,000	674,700	959,700
2022	300,000	661,875	961,875
2023	315,000	648,375	963,375
2024	325,000	634,200	959,200
2025-2029	1,870,000	2,937,450	4,807,450
2030-2034	2,355,000	2,474,625	4,829,625
2035-2039	2,940,000	1,892,794	4,832,794
2040-2044	3,705,000	1,147,231	4,852,231
2045-2047	2,670,000	250,675	2,920,675
Total	<u>\$ 15,040,000</u>	<u>\$ 12,009,000</u>	<u>\$ 27,049,000</u>

NOTE 7 – DEVELOPER TRANSACTIONS AND CONCENTRATION

For the current fiscal year, Developer assessment revenues in the general, debt service, and capital project funds were \$212,091, \$579,630, and \$257,793 respectively. Of the total capital project fund contribution, \$239,426 was used for construction of the storm-water system.

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

NOTE 8 – IMPACT FEE CREDITS

In September 2016, the District, the Developer and the City of St. Cloud (“City”) entered into line extension agreements relating to the upsizing of potable water and reuse water for Phase 1 of Twin Lakes and Phase 1 and 2 of Northwest Lakeside Groves (“Improvement Areas”). As part of the CIP, mains need to be installed to extend utility service to the Improvement Areas. The City will need to upsize the mains to comply with the City’s Utility Master Plan.

In 2016, the District also received \$859,952 in mobility impact fee credits from Osceola County relating to right-of-way improvements funding by the District.

The City agreed to provide transferable water and sewer impact fee credits as reimbursement for the difference between the construction cost of the main sizes required by the Improvements Areas and the main sizes required by the Utility Master Plan. The District financed the cost to upsize the improvements and received the corresponding impact fee credits from City. The District was required to convey the infrastructure to the City upon completion. The conveyance occurred during 2017 fiscal year.

Impact fee credits received per the agreement were as follows:

	Water Credits	Sewer Credits	Total Credits
Twin Lakes	\$ 137,036	\$ 114,917	\$ 251,953
Northwest Lakeside Groves	48,051	435,595	483,646
Total	\$ 185,087	\$ 550,512	\$ 735,599

During a prior fiscal year, the District received \$148,349 from a home builder in Twin Lakes for the sale of water and sewer credits. In December 2018, the District paid \$148,349 to the Developer for the acquisition of stormwater improvements funded by the Developer in Phase 2 of Twin Lakes.

NOTE 8 – IMPACT FEE CREDITS (Continued)

During the current fiscal year, the District received \$480,139 from a home builder in Twin Lakes for the sale of water and sewer credits. The amounts collected for impact fees are being used to acquire capital project improvements from the Developer. Subsequent to year end the District reimbursed the Developer \$430,139, which has been accrued as of September 30, 2019.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, 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; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 262,693	\$ 263,283	\$ 590
Impact fees	-	480,139	480,139
Interest	662	2,086	1,424
Total revenues	<u>263,355</u>	<u>745,508</u>	<u>482,153</u>
EXPENDITURES			
Current:			
General government	155,295	91,483	63,812
Physical environment	108,060	71,923	36,137
Capital outlay	-	578,488	(578,488)
Total expenditures	<u>263,355</u>	<u>741,894</u>	<u>(478,539)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	3,614	<u>\$ 3,614</u>
Fund balance - beginning		<u>164,489</u>	
Fund balance - ending		<u>\$ 168,103</u>	

See notes to required supplementary information

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2019 exceeded appropriations by \$478,539. The over expenditures were funded by available fund balance.



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
Live Oak Lake Community Development District
Osceola 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 Live Oak Lake Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 22, 2020.

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.

June 22, 2020



**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
Live Oak Lake Community Development District
Osceola County, Florida

We have examined Live Oak Lake Community Development District, Osceola 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 most recent fiscal year. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the 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, 2019.

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 Live Oak Lake Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 22, 2020



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

To the Board of Supervisors
Live Oak Lake Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Live Oak Lake Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated June 22, 2020.

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 Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 22, 2020, 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 Live Oak Lake Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

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

June 22, 2020

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, 2018.

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, 2019.

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, 2019.

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

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

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2019. 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.

SECTION VIII

RESOLUTION 2020-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2021; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Live Oak Lake Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Osceola County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2021 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2021 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of August 2020.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2021 Annual Meeting Schedule

Exhibit A

**BOARD OF SUPERVISORS MEETING DATES
LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021**

The Board of Supervisors of the Live Oak Lake Community Development District will hold their regular meetings for Fiscal Year 2021 at the West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747 at 2:30 p.m. on the 1st Wednesday of each month, unless otherwise indicated as follows:

**October 7, 2020
November 4, 2020
December 2, 2020
January 6, 2021
February 3, 2021
March 3, 2021
April 7, 2021
May 5, 2021
June 2, 2021
July 7, 2021
August 4, 2021
September 1, 2021**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

SECTION IX

SECTION A

Prepared By and Return To:
Sarah R. Sandy, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

THIS CORRECTIVE ACCESS AND MAINTENANCE EASEMENT AGREEMENT IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION CONTAINED IN THAT CERTAIN ACCESS AND MAINTENANCE EASEMENT AGREEMENT RECORDED AS CFN# 2020021100 IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT BOOK 5672, PAGES 2664 THROUGH 2676, INCLUSIVE.

CORRECTIVE ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS CORRECTIVE ACCESS AND MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2020 by **LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”), and **NARCOOSSEE LAND VENTURE, LLC**, a Florida limited liability company, whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**NLV**”) (District and NLV are sometimes together referred to herein as the “**Parties,**” and separately as the “**Party**”).

WITNESSETH:

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

WHEREAS, the Act authorizes District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of District; and

WHEREAS, NLV is the owner in fee simple of certain real property located in Osceola County, Florida, lying within the boundaries of District including certain parcels of land more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the lands described in **Exhibit A** are referred to herein as the “**Easement Area,**” and are comprised of certain storm-water management facilities; and

WHEREAS, for the benefit of landowners within the boundaries of the District, the District has adopted an improvement plan that includes having District own and maintain certain permanent drainage and stormwater management facilities within District; and

WHEREAS, NLV has requested that District agree to undertake the operation and maintenance responsibilities for the drainage and stormwater management facilities within the

Easement Area, and District is agreeable to undertaking such responsibilities provided that NLV grant to District an easement over the Easement Area in order to allow District to access and conduct maintenance within the Easement Area as part of District's overall improvement plan including the drainage and stormwater management facilities (the "**Improvements**");

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Perpetual Easement.** NLV hereby grants to District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive perpetual maintenance easement over, upon, under, through, and across the Easement Area for the purpose of vehicular and pedestrian ingress, egress, and access to and for the construction, installation, operation, use, powering, maintenance, replacement and repair of the Improvements ("**Easement**"). District is hereby authorized to modify structures and improvements within the stormwater management facilities or within the Easement Area provided that such modifications are consistent with any applicable permit or agreement. District shall use all due care to protect the Easement Area and adjoining property from damage resulting from District's use of the Easement Area.

3. **Damage.** Except as otherwise stated herein, in the event that District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, District, at District's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **Indemnity.** NLV agrees to indemnify and hold harmless District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which relate in any way to NLV's use of the Easement Area.

5. **Liens.** District shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or other NLV property in connection with the exercise of its rights hereunder.

6. Exercise of Rights. The rights and Easement created by this Agreement are subject to the following provisions:

(a) District shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation and/or repair. Any rights granted hereunder shall be exercised by District in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Nothing herein shall be construed to limit in any way NLV's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

7. Beneficiaries of Easement Rights. The Easement set forth in this Agreement shall be for the benefit and use of District and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area and shall bind and/or benefit the owners thereof, and their respective successors, assigns, tenants, agents, employees, invitees and licensees. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth and limited herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes of construction, installation, operation, use, powering, maintenance, replacement and repair within the Easement Area of any improvements now or hereafter located therein, subject to the limitations set forth herein.

8. Sovereign Immunity. NLV agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity protections and limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

9. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

To the District: Live Oak Lake Community Development District
219 E. Livingston Street
Orlando, Florida 32801

Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

To NLV: Narcoossee Land Venture, LLC
370 CenterPointe Circle, Suite 1136
Altamonte Springs, Florida 32701
Attn: Larry Pitt

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

10. Third Parties. This Agreement is solely for the benefit of NLV and the District, 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, corporation, or entity other than NLV and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair either Party's right to protect its rights from interference by a third party.

11. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Osceola County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. Termination. If the Easement shall be terminated by the District or in any manner, all rights and privileges hereunder shall cease and the Easement privileges and rights herein granted shall revert to NLV. If by future conveyance, the District takes fee simple title to all or

part of the Easement Area, then this Easement shall terminate with respect to such the portion of the Easement Area to which the District took title.

15. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

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

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

18. **Non-Waiver.** Any delay of either party in enforcing its rights or remedies under this Agreement shall not waive, affect, diminish, suspend or exhaust any such right or remedy. No act or omission, or series of acts or omissions, by a party as to any failure of the other to perform this Agreement shall be deemed to be a waiver by such party of the right at all times to insist upon full and complete performance in accordance with this Agreement.

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

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

21. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

22. **Effective Date.** This Agreement shall be effective as of the date first written above.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[Remainder of page left blank]

IN WITNESS WHEREOF, NLV and District caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**Live Oak Lake Community
Development District**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2020, by _____, as _____ of Live Oak Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He is personally known to me or has produced _____ (type of identification) as identification.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Signed, sealed and delivered
in the presence of:

NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company

Witnessed:

By: Tec Developments, LLC, a Florida limited
liability company, Its Manager

Print Name: _____

By: Emerson International, Inc., a Florida
corporation, Its Manager

Print Name: _____

By: _____
Print Name: _____
Print Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ___ day of _____, 2020, by _____, as
_____ of Emerson International, Inc., a Florida corporation, on behalf of the
corporation, as Manager of TEC Developments, LLC, a Florida limited liability company, on
behalf of the company, as Manager of Narcoossee Land Ventures, LLC, a Florida limited liability
company, on behalf of the company. He/she is personally known to me or has produced
_____ (type of identification) as identification.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

TRACT OS-27, AS SHOWN ON THE PLAT KNOWN AS TWIN LAKES PHASE 2A AND 2B, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 27, PAGES 121 THROUGH 126.

ALSO INCLUDING

THE REAL PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS ATTACHMENT A-1.

ATTACHMENT A-1

SECTION B

Prepared By and Return To:
Sarah R. Sandy, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2020 by **LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”), and **HOMEOWNERS ASSOCIATION OF TWIN LAKES, INC.**, a Florida not-for-profit corporation, whose address is 1631 E. Vine Street, Suite 300, Kissimmee, Florida 34744 (“**HOA**”) (District and HOA are sometimes together referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

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

WHEREAS, the Act authorizes District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of District; and

WHEREAS, HOA is the owner in fee simple of certain real property located in Osceola County, Florida, lying within the boundaries of District including certain parcels of land more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the lands described in **Exhibit A** are referred to herein as the “**Easement Area**,” and are comprised of certain storm-water management facilities; and

WHEREAS, for the benefit of landowners within the boundaries of the District, the District has adopted an improvement plan that includes having District own and maintain certain permanent drainage and stormwater management facilities within District; and

WHEREAS, HOA has requested that District agree to undertake the operation and maintenance responsibilities for the drainage and stormwater management facilities within the Easement Area, and District is agreeable to undertaking such responsibilities provided that HOA grant to District an easement over the Easement Area in order to allow District to access and conduct maintenance within the Easement Area as part of District’s overall improvement plan including the drainage and stormwater management facilities (the “**Improvements**”);

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Perpetual Easement.** HOA hereby grants to District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive perpetual maintenance easement over, upon, under, through, and across the Easement Area for the purpose of vehicular and pedestrian ingress, egress, and access to and for the construction, installation, operation, use, powering, maintenance, replacement and repair of the Improvements (“**Easement**”). District is hereby authorized to modify structures and improvements within the stormwater management facilities or within the Easement Area provided that such modifications are consistent with any applicable permit or agreement. District shall use all due care to protect the Easement Area and adjoining property from damage resulting from District’s use of the Easement Area.

3. **Damage.** Except as otherwise stated herein, in the event that District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, District, at District’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **Indemnity.** HOA agrees to indemnify and hold harmless District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which relate in any way to HOA’s use of the Easement Area.

5. **Liens.** District shall not permit (and shall promptly satisfy or bond) any construction, mechanic’s lien or encumbrance against the Easement Area or other HOA property in connection with the exercise of its rights hereunder.

6. **Exercise of Rights.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) District shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation and/or repair. Any rights granted hereunder

shall be exercised by District in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Nothing herein shall be construed to limit in any way HOA's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

7. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of District and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area and shall bind and/or benefit the owners thereof, and their respective successors, assigns, tenants, agents, employees, invitees and licensees. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth and limited herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes of construction, installation, operation, use, powering, maintenance, replacement and repair within the Easement Area of any improvements now or hereafter located therein, subject to the limitations set forth herein.

8. **Sovereign Immunity.** HOA agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity protections and limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

9. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

To the District: Live Oak Lake Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

To HOA: Homeowners Association of Twin Lakes, Inc.
1631 E. Vine Street, Suite 300
Kissimmee, Florida 34744
Attn: [REDACTED]

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

10. Third Parties. This Agreement is solely for the benefit of HOA and the District, 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, corporation, or entity other than HOA and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair either Party's right to protect its rights from interference by a third party.

11. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Osceola County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. Termination. If the Easement shall be terminated by the District or in any manner, all rights and privileges hereunder shall cease and the Easement privileges and rights herein granted shall revert to HOA. If by future conveyance, the District takes fee simple title to all or part of the Easement Area, then this Easement shall terminate with respect to such the portion of the Easement Area to which the District took title.

15. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

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

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

18. **Non-Waiver.** Any delay of either party in enforcing its rights or remedies under this Agreement shall not waive, affect, diminish, suspend or exhaust any such right or remedy. No act or omission, or series of acts or omissions, by a party as to any failure of the other to perform this Agreement shall be deemed to be a waiver by such party of the right at all times to insist upon full and complete performance in accordance with this Agreement.

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

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

21. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

22. **Effective Date.** This Agreement shall be effective as of the date first written above.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[Remainder of page left blank]

IN WITNESS WHEREOF, HOA and District caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**Live Oak Lake Community
Development District**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2020, by _____, as _____ of Live Oak Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He is personally known to me or has produced _____ (type of identification) as identification.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Signed, sealed and delivered

in the presence of:

HOMEOWNERS ASSOCIATION OF TWIN LAKES, INC.,

a Florida not-for-profit corporation

Witnessed:

By: _____

Print Name: _____

Print Title: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2020, by _____, as _____ of Homeowners Association of Twin Lakes, Inc, a Florida not-for-profit corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

TRACTS R-8, OS-24, AND OS-26, AS SHOWN ON THE PLAT KNOWN AS TWIN LAKES PHASE 2A AND 2B, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 27, PAGES 121 THROUGH 126.

SECTION X

SECTION C

SECTION 1

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

August 5, 2020

<u><i>Date</i></u>	<u><i>Check Numbers</i></u>	<u><i>Amount</i></u>
06/10/20	22-27	\$42,479.78
07/08/20	28-35	\$33,581.99
Total		<u><u>\$76,061.77</u></u>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/10/20	00006	2/24/20	1792054	202001	310	51300	31100			*	1,247.50		
			SVCS THRU 01/31/20										
		3/13/20	1804186	202002	310	51300	31100			*	4,010.00		
			SVCS THRU 02/28/20										
		4/15/20	1816514	202003	300	13100	10200			*	425.00		
			SVCS THRU 03/27/20										
		4/15/20	1816514	202003	310	51300	31100			*	3,935.00		
			SVCS THRU 03/27/20										
		5/11/20	1828771	202004	310	51300	31100			*	4,240.00		
			SVCS THRU 04/24/20										
		5/14/20	1828902	202004	310	51300	31100			*	780.00		
			SVCS THRU 04/24/20										
		5/14/20	1828903	202004	310	51300	31100			*	1,160.00		
			SVCS THRU 04/24/20										
		5/14/20	1828903	202004	300	13100	10200			*	1,275.00		
			SVCS THRU 04/24/20										
		5/23/20	1683910	201910	310	51300	31100			*	477.50		
			SVCS THRU 04/26/20										
DEWBERRY ENGINEERS INC.											17,550.00	000022	
6/10/20	00001	6/01/20	6	202006	310	51300	34000			*	2,916.67		
			MGMT FEES 06/20										
		6/01/20	6	202006	310	51300	31300			*	416.67		
			DISSEMINATION AGT SVCS										
		6/01/20	6	202006	310	51300	51000			*	3.04		
			OFFICE SUPPLIES										
		6/01/20	6	202006	310	51300	42000			*	52.95		
			POSTAGE										
		6/01/20	6	202006	310	51300	42500			*	2.85		
			COPIES										
GMS-CENTRAL FLORIDA, LLC											3,392.18	000023	
6/10/20	00003	3/12/20	113780	202002	310	51300	31500			*	926.50		
			SVCS THRU 02/29										
		3/12/20	113781	202002	300	13100	10200			*	5,996.00		
			SVCS THRU 02/29/20										
		4/09/20	114456	202003	300	13100	10200			*	2,337.00		
			SVCS THRU 03/31/20										
HOPPING GREEN & SAMS											9,259.50	000024	
6/10/20	00008	6/09/20	1986-OI	202006	320	53800	46800			*	250.00		
			REPAIRS-FOUNTAIN										
		6/12/20	1939-OI	202006	320	53800	46800			*	1,115.00		
			MAINT 06/20										
LAKE & WETLAND MANAGEMENT ORLANDO											1,365.00	000025	
LOKS LIVE OAK LAKES SROSINA													

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #	
6/10/20	00013	6/01/20	20370010 202006 320-53800-46200	MAINT 06/20	*	3,924.00		
		6/01/20	20370010 202006 320-53800-46200	MAINT 06/20	*	1,266.00		
							5,190.00	000026
----- LANDFORM OF CENTRAL FLORIDA INC. -----								
6/10/20	00004	6/10/20	06102020 202006 300-20700-10000	TXFER OF TAX RCPTS	*	5,723.10		
							5,723.10	000027
----- LIVE OAK LAKE CDD -----								
7/08/20	00006	1/23/20	1780534 201912 300-13100-10200	SVCS THRU 12/27/19	*	1,700.00		
		3/23/20	1804320 202002 310-51300-31100	SVCS THRU 02/28/20	*	520.00		
		3/23/20	1804321 202002 300-13100-10200	SVCS THRU 02/28/20	*	3,400.00		
		3/23/20	1804321 202002 310-51300-31100	SVCS THRU 02/28/20	*	1,550.00		
		3/23/20	1804321 202002 310-51300-31100	SVCS THRU 02/28/20	*	1,785.00		
		6/17/20	1840840 202005 310-51300-31100	SVCS THRU 05/29/20	*	2,390.00		
		6/17/20	1840972 202005 310-51300-31100	SVCS THRU 05/29/20	*	130.00		
		6/17/20	1840973 202005 310-51300-31100	SVCS THRU 05/29/20	*	720.00		
							12,195.00	000028
----- DEWBERRY ENGINEERS INC. -----								
7/08/20	00001	7/01/20	7 202007 310-51300-34000	MGMT FEES 07/20	*	2,916.67		
		7/01/20	7 202007 310-51300-31300	DISSEMINATION AGT SVCS	*	416.67		
		7/01/20	7 202007 310-51300-51000	OFFICE SUPPLIES	*	.15		
		7/01/20	7 202007 310-51300-42000	POSTAGE	*	28.98		
							3,362.47	000029
----- GMS-CENTRAL FLORIDA, LLC -----								
7/08/20	00003	4/30/20	115148 202004 310-51300-31500	SVCS THRU 04/30/20	*	5,676.73		
		4/30/20	115149 202004 300-13100-10200	SVCS THRU 04/30/20	*	1,725.00		
		5/31/20	115700 202005 310-51300-31500	SVCS THRU 05/31/20	*	2,846.50		
		5/31/20	115701 202005 300-13100-10200	SVCS THRU 05/31/20	*	366.46		
							10,614.69	000030
----- HOPPING GREEN & SAMS -----								
----- LOKS LIVE OAK LAKES SROSINA -----								

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/08/20	00014	7/01/20	18666	202007	310	51300	35101		WEBSITE SVCS/PDF ACCESSIB	*	388.13		
									INNERSYNC			388.13	000031
7/08/20	00008	7/01/20	19850I	202007	320	53800	46800		MAINT 07/20	*	1,565.00		
									LAKE & WETLAND MANAGEMENT ORLANDO			1,565.00	000032
7/08/20	00013	7/01/20	20370010	202007	320	53800	46200		MAINT 07/20	*	3,924.00		
		7/01/20	20370010	202007	320	53800	46200		MAINT 07/20	*	1,266.00		
									LANDFORM OF CENTRAL FLORIDA INC.			5,190.00	000033
7/08/20	00019	6/25/20	227487	202006	310	51300	48000		NOTICE OF RULE DEVELOPMEN	*	57.29		
		7/02/20	229709	202007	310	51300	48000		NOTICE O RULEMAKING	*	117.61		
									OSCEOLA NEWS GAZETTE			174.90	000034
7/08/20	00020	6/30/20	06302020	202007	300	21700	10000		QTR 2-941	*	91.80		
									UNITED STATES TREASURY			91.80	000035
TOTAL FOR BANK B											76,061.77		
TOTAL FOR REGISTER											76,061.77		

SECTION 2

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET

June 30, 2020

	Major Funds				Total Governmental Funds
	General	Impact Fee Fund	Debt Service Fund	Capital Project Fund	
ASSETS:					
Cash - Valley 2860	\$242,742	---	---	---	\$242,742
Cash - Suntrust	---	\$216,937	---	---	\$216,937
Due From Other Funds	\$15,407	\$50,000	\$3,580	---	\$68,987
Due from Future Bond	\$26,490	---	---	---	\$26,490
Due from other Governmental Units	\$2,960	---	---	---	\$2,960
Investment - Bank United	\$17,023	---	---	---	\$17,023
Investments - Series 2016:					
Reserve A	---	---	\$956,288	---	\$956,288
Revenue A	---	---	\$361,967	---	\$361,967
Construction	---	---	---	\$253	\$253
Total Assets	\$304,621	\$266,937	\$1,321,835	\$253	\$1,893,646
LIABILITIES:					
Accounts Payable	\$26,272	---	---	---	\$26,272
Due to Developer	\$18,024	---	---	---	\$18,024
Due to Other Funds	\$50,963	\$18,024	---	---	\$68,987
FICA Payable	\$92	---	---	---	\$92
Total Liabilities	\$95,350	\$18,024	\$0	\$0	\$113,374
FUND BALANCES:					
Restricted for:					
Debt Service	---	---	\$1,321,835	---	\$1,321,835
Impact Fee	---	\$248,914	---	---	\$248,914
Capital Projects	---	---	---	\$253	\$253
Assigned	\$35,000	---	---	---	\$35,000
Unassigned	\$174,271	---	---	---	\$174,271
Total Fund Balances	\$209,271	\$248,914	\$1,321,835	\$253	\$1,780,272
TOTAL LIABILITIES AND FUND BALANCES	\$304,621	\$266,937	\$1,321,835	\$253	\$1,893,646

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending June 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
REVENUES:				
Assessments - Tax Collector ⁽¹⁾	\$102,945	\$102,945	\$103,198	\$253
Assessments - Off Roll	\$164,828	\$164,828	\$164,828	\$0
Assessments - Discounts	(\$4,453)	(\$4,453)	(\$4,033)	\$420
Interest Income	\$667	\$500	\$5,682	\$5,182
TOTAL REVENUES	\$263,987	\$263,820	\$269,675	\$5,855
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$4,800	\$3,600	\$1,000	\$2,600
FICA Expense	\$367	\$275	\$77	\$199
Engineering	\$18,000	\$13,500	\$35,318	(\$21,818)
Dissemination	\$1,000	\$750	\$2,083	(\$1,333)
Assessment Collection Cost	\$1,723	\$1,723	\$1,976	(\$253)
Property Appraiser	\$578	\$434	\$0	\$434
Arbitrage	\$0	\$0	\$600	(\$600)
Attorney	\$30,000	\$22,500	\$25,045	(\$2,545)
Annual Audit	\$3,600	\$3,600	\$6,400	(\$2,800)
Trustee Fees	\$4,041	\$4,041	\$4,041	\$0
Management Fees	\$48,000	\$36,000	\$34,970	\$1,030
Travel & Per Diem	\$500	\$375	\$0	\$375
Telephone	\$100	\$75	\$0	\$75
Postage	\$600	\$450	\$634	(\$184)
Printing & Binding	\$500	\$375	\$213	\$162
Insurance	\$5,500	\$5,500	\$5,000	\$500
Legal Advertising	\$1,000	\$750	\$2,712	(\$1,962)
Other Current Charges	\$270	\$203	\$186	\$17
Contingency	\$150	\$113	\$0	\$113
Office Supplies	\$250	\$188	\$152	\$36
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Hosting/Compliance	\$10,000	\$7,500	\$2,467	\$5,033
TOTAL ADMINISTRATIVE	\$131,154	\$102,125	\$123,048	(\$20,922)
FIELD:				
Aquatic Control	\$11,736	\$8,802	\$8,750	\$52
Landscape Maintenance-Pond Areas	\$102,096	\$76,572	\$46,710	\$29,862
Mitigation Maintenance	\$27,900	\$20,925	\$0	\$20,925
TOTAL FIELD	\$141,732	\$106,299	\$55,460	\$50,839
TOTAL EXPENDITURES	\$272,886	\$208,424	\$178,508	\$29,917
Excess (deficiency) of revenues over (under) expenditures	(\$8,899)	\$55,396	\$91,167	\$35,771
Net change in fund balance	(\$8,899)	\$55,396	\$91,167	\$35,771
FUND BALANCE - Beginning	\$8,899		\$118,104	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$209,271</u>	

⁽¹⁾ Represents gross amount collected.

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
IMPACT FEE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending June 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$0	\$0
Impact Fees	\$0	\$0	\$198,914	\$198,914
TOTAL REVENUES	<u>\$0</u>	<u>\$0</u>	<u>\$198,914</u>	<u>\$198,914</u>
<u>EXPENDITURES:</u>				
Stormwater	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$198,914</u>	<u>\$198,914</u>
Net change in fund balance	<u>\$0</u>	<u>\$0</u>	<u>\$198,914</u>	<u>\$198,914</u>
FUND BALANCE - Beginning	\$0		\$50,000	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$248,914</u>	

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016
DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending June 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$2,500	\$1,875	\$8,274	\$6,399
Assessments - On Roll	\$772,300	\$772,300	\$774,195	\$1,895
Assessments - Direct	\$230,326	\$230,326	\$230,326	\$0
Assessments - Discounts	(\$33,973)	(\$33,973)	(\$30,254)	\$3,719
TOTAL REVENUES	<u>\$971,153</u>	<u>\$970,528</u>	<u>\$982,540</u>	<u>\$12,012</u>
<u>EXPENDITURES:</u>				
<u>Series 2016</u>				
Interest - 11/1	\$343,538	\$343,538	\$343,538	\$0
Interest - 05/1	\$343,538	\$343,538	\$343,538	\$0
Principal - 05/01	\$275,000	\$275,000	\$275,000	\$0
TOTAL EXPENDITURES	<u>\$962,075</u>	<u>\$962,075</u>	<u>\$962,075</u>	<u>\$0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$9,078</u>	<u>\$8,453</u>	<u>\$20,465</u>	<u>\$12,012</u>
<u>OTHER FINANCING SOURCES/(USES)</u>				
Other Debt Service Costs	(\$12,365)	(\$12,365)	(\$14,822)	(\$2,457)
TOTAL OTHER FINANCING SOURCES/(USES)	<u>(\$12,365)</u>	<u>(\$12,365)</u>	<u>(\$14,822)</u>	<u>(\$2,457)</u>
Net change in fund balance	<u>(\$3,288)</u>	<u>(\$3,913)</u>	<u>\$5,643</u>	<u>\$9,555</u>
FUND BALANCE - Beginning	\$1,316,192		\$1,316,192	
FUND BALANCE - Ending	<u>\$1,312,905</u>		<u>\$1,321,835</u>	

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending June 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$2	\$2
Developer Contributions	\$0	\$0	\$6,594	\$6,594
TOTAL REVENUES	<u>\$0</u>	<u>\$0</u>	<u>\$6,596</u>	<u>\$6,596</u>
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$6,594	(\$6,594)
TOTAL EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$6,594</u>	<u>(\$6,594)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$2</u>	<u>\$2</u>
Net change in fund balance	<u>\$0</u>	<u>\$0</u>	<u>\$2</u>	<u>\$2</u>
FUND BALANCE - Beginning	\$0		\$251	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$253</u>	

**LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT**

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance (Month by Month)
FY 2020

	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEP 2020	TOTAL
Revenues													
Assessments - Tax Collector	\$0	\$7,917	\$92,118	\$1,297	\$694	\$138	\$767	\$0	\$266	\$0	\$0	\$0	\$103,198
Assessments - Off Roll	\$0	\$54,393	\$0	\$54,393	\$0	\$56,042	\$0	\$0	\$0	\$0	\$0	\$0	\$164,828
Assessments - Discounts	\$0	(\$306)	(\$3,682)	(\$38)	(\$14)	(\$1)	\$0	\$0	\$8	\$0	\$0	\$0	(\$4,033)
Interest Income	\$994	\$965	\$1,754	\$1,297	\$352	\$320	\$0	\$0	\$0	\$0	\$0	\$0	\$5,682
Total Revenues	\$994	\$62,970	\$90,190	\$56,950	\$1,032	\$56,499	\$767	\$0	\$274	\$0	\$0	\$0	\$269,675
Expenditures													
Administrative													
Supervisor Fees	\$0	\$200	\$200	\$0	\$0	\$0	\$400	\$200	\$0	\$0	\$0	\$0	\$1,000
FICA Expense	\$0	\$15	\$15	\$0	\$0	\$0	\$31	\$15	\$0	\$0	\$0	\$0	\$77
Engineering	\$883	\$5,023	\$1,145	\$558	\$7,865	\$10,425	\$6,180	\$3,240	\$0	\$0	\$0	\$0	\$35,318
Dissemination	\$0	\$0	\$0	\$0	\$417	\$417	\$417	\$417	\$417	\$0	\$0	\$0	\$2,083
Assessment Collection Cost	\$0	\$145	\$1,769	\$25	\$26	\$3	\$3	\$0	\$5	\$0	\$0	\$0	\$1,976
Property Appraiser	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
Attorney	\$758	\$1,266	\$3,467	\$1,426	\$4,524	\$5,083	\$5,677	\$2,847	\$0	\$0	\$0	\$0	\$25,045
Annual Audit	\$0	\$0	\$0	\$500	\$1,500	\$2,900	\$0	\$1,500	\$0	\$0	\$0	\$0	\$6,400
Trustee Fees	\$4,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,041
Management Fees	\$4,000	\$4,000	\$4,000	\$4,000	\$6,917	\$3,304	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$34,970
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$7	\$201	\$203	\$105	\$5	\$0	\$22	\$39	\$53	\$0	\$0	\$0	\$634
Printing & Binding	\$9	\$91	\$33	\$13	\$41	\$0	\$24	\$0	\$3	\$0	\$0	\$0	\$213
Insurance	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Legal Advertising	\$56	\$57	\$0	\$110	\$211	\$2,006	\$215	\$0	\$57	\$0	\$0	\$0	\$2,712
Other Current Charges	\$0	\$15	\$15	\$0	\$156	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$186
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$22	\$11	\$0	\$90	\$0	\$25	\$0	\$3	\$0	\$0	\$0	\$152
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Website Hosting/Compliance	\$446	\$0	\$1,244	\$388	\$0	\$0	\$388	\$0	\$0	\$0	\$0	\$0	\$2,467
Total Administrative	\$15,373	\$11,634	\$12,102	\$7,124	\$21,751	\$24,137	\$16,298	\$11,174	\$3,455	\$0	\$0	\$0	\$123,048
Field Expenditures													
Aquatic Control	\$1,045	\$595	\$595	\$1,045	\$595	\$1,020	\$1,470	\$1,020	\$1,365	\$0	\$0	\$0	\$8,750
Landscape Maintenance-Pond Areas	\$5,190	\$5,190	\$5,190	\$5,190	\$5,190	\$5,190	\$5,190	\$5,190	\$5,190	\$0	\$0	\$0	\$46,710
Mitigation Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Field Expenses	\$6,235	\$5,785	\$5,785	\$6,235	\$5,785	\$6,210	\$6,660	\$6,210	\$6,555	\$0	\$0	\$0	\$55,460
Subtotal Operating Expenditures	\$21,608	\$17,419	\$17,887	\$13,359	\$27,536	\$30,347	\$22,958	\$17,384	\$10,010	\$0	\$0	\$0	\$178,508
Interfund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	(\$20,614)	\$45,550	\$72,303	\$43,591	(\$26,504)	\$26,152	(\$22,190)	(\$17,384)	(\$9,736)	\$0	\$0	\$0	\$91,167

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2020

ASSESSMENTS - TAX COLLECTOR

\$102,945.00	\$772,300.00	\$875,245.00
FY 2020	FY 2020	TOTAL
.36300.10000	.36300.10000	
11.76%	88.24%	100.00%

DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNTS/PENALTIES	COMMISSIONS	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
11/12/19	INSTALLMENTS/RECEIPTS	\$2,062.07	\$108.26	\$39.07	\$0.00	\$1,914.74	\$225.21	\$1,689.53	\$1,914.74
11/14/19	INSTALLMENTS/RECEIPTS	\$3,010.73	\$0.00	\$0.00	\$0.00	\$3,010.73	\$354.12	\$2,656.61	\$3,010.73
11/22/19	INSTALLMENTS/RECEIPTS	\$62,240.32	\$2,489.57	\$1,195.02	\$0.00	\$58,555.73	\$6,887.24	\$51,668.49	\$58,555.73
12/6/19	INSTALLMENTS/RECEIPTS	\$747,232.39	\$29,888.98	\$14,346.86	\$0.00	\$702,996.55	\$82,685.40	\$620,311.15	\$702,996.55
12/23/19	INSTALLMENTS/RECEIPTS	\$35,959.91	\$1,415.79	\$690.88	\$0.00	\$33,853.24	\$3,981.77	\$29,871.47	\$33,853.24
1/10/20	INSTALLMENTS/RECEIPTS	\$9,583.96	\$287.50	\$185.94	\$0.00	\$9,110.52	\$1,071.57	\$8,038.95	\$9,110.52
1/13/20	INSTALLMENTS/RECEIPTS	\$1,227.01	\$36.80	\$23.80	\$0.00	\$1,166.41	\$137.19	\$1,029.22	\$1,166.41
1/21/20	INTEREST	\$0.00	\$0.00	\$0.00	\$219.25	\$219.25	\$25.79	\$193.46	\$219.25
2/12/20	INSTALLMENTS/RECEIPTS	\$5,788.41	\$115.79	\$113.45	\$0.00	\$5,559.17	\$653.86	\$4,905.31	\$5,559.17
3/9/20	INSTALLMENTS/RECEIPTS	\$1,176.79	\$11.77	\$23.30	\$0.00	\$1,141.72	\$134.29	\$1,007.43	\$1,141.72
4/10/20	INSTALLMENTS/RECEIPTS	\$1,227.00	\$0.00	\$24.55	\$0.00	\$1,202.45	\$141.43	\$1,061.02	\$1,202.45
4/13/20	INSTALLMENTS/RECEIPTS	\$5,406.25	\$0.00	\$108.13	\$0.00	\$5,298.13	\$623.16	\$4,674.97	\$5,298.13
6/9/20	INSTALLMENTS/RECEIPTS	\$1,176.79	(\$35.30)	\$24.24	\$0.00	\$1,187.85	\$139.71	\$1,048.14	\$1,187.85
6/16/20	INSTALLMENTS/RECEIPTS	\$1,081.25	(\$32.44)	\$22.28	\$0.00	\$1,091.41	\$128.37	\$963.04	\$1,091.41
TOTAL		\$877,172.88	\$34,286.72	\$16,797.52	\$219.25	\$826,307.89	\$97,189.09	\$729,118.80	\$826,307.89

Assessed on Roll:

	GROSS AMOUNT ASSESSED	PERCENTAGE	ASSESSMENTS COLLECTED	ASSESSMENTS TRANSFERRED	ASSESSMENTS TRANSFERRED	AMOUNT TO BE TFR.	100%
O & M	\$102,945.00	11.7618%	\$97,189.09	(\$97,189.09)	(\$97,189.09)	\$0.00	
DEBT SERVICE FUND	\$772,300.00	88.2382%	\$729,118.80	(\$729,118.80)	(\$722,432.66)	\$6,686.14	
TOTAL	\$875,245.00	100.00%	\$826,307.89	(\$826,307.89)	(\$819,621.75)	\$6,686.14	

TRANSFERS TO DEBT SERVICE:

DATE	CHECK #	AMOUNT
1/10/20	3064	\$706,157.88
5/19/20	21	\$16,274.78
TOTAL		\$722,432.66
Amount due:		\$6,686.14

ASSESSMENTS-DIRECT

\$164,828.20	\$230,325.50	\$395,153.70
FY 2020	FY 2020	TOTAL
.36300.10100	.36300.10100	
41.71%	58.29%	

DUE DATE	DATE	BILLED AMOUNT	AMOUNT RECEIVED	NET RECEIPTS	DSF Portion	DSF Portion	Total
10/1/19	10/9/19	\$130,400.73	\$130,400.73	\$130,400.73	\$54,393.31	\$76,007.42	\$76,007.42
1/1/20	1/1/20	\$130,400.73	\$130,400.73	\$130,400.73	\$54,393.31	\$76,007.42	\$76,007.42
3/1/20	3/1/20	\$134,352.27	\$134,352.27	\$134,352.27	\$56,041.60	\$78,310.67	\$78,310.67
TOTAL		\$395,153.73	\$395,153.73	\$395,153.73	\$164,828.22	\$230,325.51	\$230,325.51

	NET AMOUNT ASSESSED	ASSESSMENTS COLLECTED	AMOUNT TRANSFERRED	AMOUNT TO BE TFR.
O & M	\$164,828.20	\$164,828.22	(\$164,828.22)	\$0.00
DEBT SERVICE	\$230,325.50	\$230,325.51	(\$230,325.51)	\$0.00
TOTAL	\$230,325.50	\$230,325.51	(\$230,325.51)	\$0.00

TRANSFERS TO DEBT SERVICE:

DATE	CHECK #	AMOUNT
1/10/20	3064	\$76,007.42
2/5/20	4182	\$76,007.42
5/19/20	21	\$78,310.67
TOTAL		\$230,325.51
Amount due:		\$0.00

ASSESSMENTS COMBINED

	NET AMOUNT ASSESSED	TAX COLLECTOR RECEIVED	DIRECT RECEIVED	TOTAL COLLECTED	NET PERCENTAGE COLLECTED
O & M	\$261,596.50	\$97,189.09	\$164,828.22	\$262,017.31	100.16%
DEBT SERVICE	\$956,287.50	\$729,118.80	\$230,325.51	\$959,444.31	100.33%
TOTAL	\$1,217,884.00	\$826,307.89	\$395,153.73	\$1,221,461.62	