Live Oak Lake Community Development District

Meeting Agenda

January 5, 2022

AGENDA

Live Oak Lake

Community Development District

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

December 29, 2021

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, January 5, 2022, at 2:30 PM at the West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747.

Members of the public may attend and participate in the meeting utilizing the following options from your computer, tablet, or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com, or by telephone by calling (407) 841-5524, up until 2:00 PM on Tuesday, January 4, 2022.

Zoom Video Link: https://us06web.zoom.us/j/99200001236

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 992 0000 1236

Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Ratification of Joint Letter from Hopping, Green & Sams and Kutak Rock Regarding District Counsel Representation
- 4. Consideration of Retention and Fee Agreement with Kutak Rock
- 5. Approval of Minutes of the October 6, 2021, Board of Supervisors Meeting
- 6. Consideration of 2022 Data Sharing and Usage Agreement with Osceola County Property Appraiser
- 7. Consideration of Resolution 2022-02 Amending Prompt Payment Policies and Procedures

- 8. Consideration of Quote from Juniper Landscaping to Add Nolte Road to the Existing Landscape Contract
- 9. Consideration of Solitude Agreement for Floating Fountains
- 10. Consideration of Special Warranty Deed from Narcoossee Land Ventures, LLC
- 11. Consideration of Changing Meeting Location to St. Cloud Library for Resident Convenience
- 12. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Check Run Summary
 - ii. Combined Balance Sheet
- 13. Other Business
- 14. Supervisors Requests and Audience Comments
- 15. Adjournment



Hopping Green & Sams

Attorneys and Counselors

October 19, 2021

VIA EMAIL

Jill Burns
District Manager
Governmental Management Services
Central Florida, LLC
jburns@gmscfl.com

RE:

Live Oak Lake Community Development District ("Client")

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

Dear Ms. Burns:

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client In the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

(Please lign if you want Alternative #1;

[DATE]

otherwise, do not sign on this line.)

2. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

(Please sign here if you have given instructions under Alternative #2; otherwise do not sign on this line.)

[DATE]

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, MarkS@hgslaw.com, SarahS@hgslaw.com, and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS P.A.

By: Jonathan Johnson

Its: President

€C:

Date: October 19, 2021

M. Scott Stearns (sstearns@joneshomesusa.com)

SECTION IV

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT ("Agreement") is made and entered into by and between the following parties:

A. Live Oak Lake Community Development District ("Client")
 219 E. Livingston Street
 Orlando, FL 32801

and

B. Kutak Rock LLP ("**Kutak Rock**") PO Box 10230 Tallahassee, FL 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client's Board of Supervisors.

III. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client's expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Sarah R. Sandy \$285

Associates \$250 - \$270

Paralegals \$145

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT	KUTAK ROCK LLP
_	By:
By:	Its:
Its:	Date:
Date:	

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

<u>Photocopying and Printing</u>. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

<u>Local Messenger Service</u>. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

<u>Computerized Legal Research</u>. Charges for computerized legal research are billed at an amount approximating actual cost.

<u>Travel</u>. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

<u>Consultants</u>. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

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 Tuesday, **October 6, 2021** at 2:30 p.m. at the Hart Memorial Central Library, in the Roseada Room on the 2nd Floor, 211 E. Dakin Ave, Kissimmee, Florida.

Present and constituting a quorum:

José Rios Vice Chairman
Andrea Stevens Assistant Secretary
Kimberly Locher Assistant Secretary

Also present were:

Jill Burns District Manager/GMS

Sarah Sandy *via Zoom* HGS
Nicole Stalder *via Zoom* Dewberry

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order. Three Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that there were no members of the public present or joining via Zoom that wanted to provide a comment.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 17, 2021, Board of Supervisors Meeting

Ms. Burns presented the August 17, 2021 Board of Supervisors meeting minutes and asked if there were any comments or corrections. Hearing none, she asked for a motion to approve.

On MOTION by Ms. Locher, seconded by Mr. Rios, with all in favor, the Minutes of the August 17, 2021, Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-01 Directing the Chairman and District Staff to File a Petition Amending District Boundaries

Ms. Burns stated that there was a parcel that was currently within the District that they were looking to remove, adding that the legal description was attached as Exhibit A. She noted this resolution would authorize staff to file the petition to remove the parcel from the District.

Ms. Sandy explained the details about the parcel and stated that ultimately it did not have the same plans as the remainder of the community due to it being a commercial parcel. She asked if there were any questions, and hearing none, asked for a motion to approve.

On MOTION by Mr. Rios, seconded by Ms. Locher, with all in favor, Resolution 2022-01 Directing the Chairman and District Staff to File a Petition Amending District Boundaries, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Boundary Amendment Funding Agreement

Ms. Burns stated that the agreement was with Narcoossee Land Ventures, adding that they would fund any cost associated with the boundary amendment.

On MOTION by Ms. Stevens, seconded by Mr. Rios, with all in favor, the Boundary Amendment Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Audit Services Engagement Letter for the Fiscal Year 2021 Audit

Ms. Burns noted that the renewal agreement was with Grau & Associates with an annual fee of \$5,600 and a 3-year agreement.

Ms. Sandy asked that they adopt the letter in substantial form.

On MOTION by Ms. Locher, seconded by Mr. Rios, with all in favor, the Audit Services Engagement Letter for the Fiscal Year 2021 Audit, was approved in substantial form.

SEVENTH ORDER OF BUSINESS

Consideration of Engagement Letter for Arbitrage Rebate Services

Ms. Burns stated that the District was required to determine under the Internal Revenue Code that they do not earn more interest than they pay, adding that it was a renewal for the Series 2016 bonds. She noted the annual rate was \$550 with LLS Tax Solutions.

On MOTION by Ms. Stevens, seconded by Mr. Rios, with all in favor, the Engagement Letter for Arbitrage Rebate Services, was accepted.

EIGHTH ORDER OF BUSINESS

Consideration of Series 2016 Arbitrage Rebate Report

Ms. Burns presented the Arbitrage Rebate Report, pointing out the last page that showed the negative arbitrage amount, which demonstrated they did not earn more interest than they paid. She asked for a motion to approve.

On MOTION by Ms. Stevens, seconded by Mr. Rios, with all in favor, the Series 2016 Arbitrage Rebate Report, was approved.

NINTH ORDER OF BUSINESS

Consideration of Osceola County ROW Utilization Agreement for East Nolte Road and Garden Green Trail

Ms. Burns noted that the agreement would allow the District to maintain the landscaping and hardscaping sidewalks and pathways within the area. She asked for a motion to approve.

On MOTION by Ms. Locher, seconded by Ms. Stevens, with all in favor, the Osceola County ROW Utilization Agreement for East Nolte Road and Garden Green Trail, was approved.

TENTH ORDER OF BUSINESS

Consideration of Proposal from Egis Insurance to Add Additional Premium – ADDED

Ms. Burns noted that the quote was included in the agenda package with a total \$2,150 for additional limits that were required as part of the agreement.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Proposal from Egis Insurance to Add Additional Premium, was approved.

ELEVENTH ORDER OF BUSINESS Consideration of Assignment and Assumption of Impact Fee Credits from NLV

Ms. Burns stated that this agreement was where Narcoossee Land Ventures would assign water impact and sewer impact fee credits for Twin Lakes Phase 8.

On MOTION by Mr. Rios, seconded by Ms. Stevens, with all in favor, the Assignment and Assumption of Impact Fee Credits from NLV, was approved.

TWELTH ORDER OF BUSINESS

Ratification of Settlement Agreement Related to Material Price Change

Ms. Burns noted there was a settlement agreement due to a material price change from Hughes Brothers, and that there had been negotiation to share some of those costs between the district and Hughes Brothers on the quoted material price. She noted it had already been approved and needed to be ratified.

On MOTION by Ms. Locher, seconded by Mr. Rios, with all in favor, the Settlement Agreement Related to Material Price Change, was ratified.

THIRTEENTH ORDER OF BUSINESS Ratification of Dewberry Work Authorization

Ms. Burns noted that the authorization was for the Water Management District permit, adding that it had already been approved and just needed to be ratified.

On MOTION by Mr. Rios, seconded by Ms. Locher, with all in favor, the Dewberry Work Authorization, was ratified.

FOURTEENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Sandy had nothing else to report.

B. Engineer

Ms. Stalder did not have anything to add.

C. District Manager's Report

i. Check Run Summary

Ms. Burns noted that the check run summary was included in the agenda package and was through October 6th for a total of \$81,270.67.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Check Run Summary, totaling \$81,270.67, was approved.

ii. Combined Balance Sheet

Ms. Burns stated that the financials were included in the agenda package. There was no action needed on this item.

FIFTEENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

SIXTEENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

Ms. Burns noted that there was a hand raised and unmuted Mr. Nelson. He asked if anyone on the Board had been researching a closer meeting location to Twin Lakes, and Ms. Burns responded they only use the library location because it is free of charge, so if there was another building that would be free of charge, they could do that. She added that they researched locations and the library was the closest location.

Another resident asked if the piece of boundary that was being changed was along Hickory Tree Road, and Ms. Burns answered yes.

SEVENTEENTH ORDER OF BUSINESS Adjournment

The meeting was adjourned.

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

Secretary / Assistant Secretary Chairman / Vice Chairman

SECTION VI



KATRINA SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

Live Oak Lake CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Live Oak Lake CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, will be protected as follows:

- 1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
- 2. The agency will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
- 3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
- 4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
- 5. The agency shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the agency by the third party before personal identifying and location information is released.
- 6. The terms of this Agreement shall commence on January 1, 2022 and shall run until December 31, 2022, the date if signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER	Live Oak Lake CDD
Signature:	Signature:
Print: Katrina S. Scarborough	Print:
Date:	Title:
	Date:

Please returned signed original copy, no later than January 31, 2022

SECTION VII

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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, being situated entirely within Osceola County, Florida; and

WHEREAS, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

- SECTION 1. The Prompt Payment Policies and Procedures attached hereto as Exhibit A are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.
- **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 day o	of, 2021.
ATTEST:	LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance with the Local Government Prompt Payment Act Chapter 218, Part VII, Florida Statutes

January 5, 2021

Live Oak Lake Community Development District Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("PPA"), the purpose of the Live Oak Lake Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 81-1053668. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (407) 841-5524, email jburns@gmscfl.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

- 1. Name of Vendor
- 2. Remittance address
- 3. Invoice Date

- 4. Invoice number
- 5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
- 6. Project name (if applicable)
- 7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
- 8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
- 9. Any applicable discounts
- 10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Live Oak Lake Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: Jill Burns, District Manager

2. Email Address

jburns@gmscfl.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the <u>latest</u> date of the following:

- a. On which delivery of personal property is fully accepted by the District:
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

- 2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
- 3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
- 4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
- 5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
- 6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

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7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

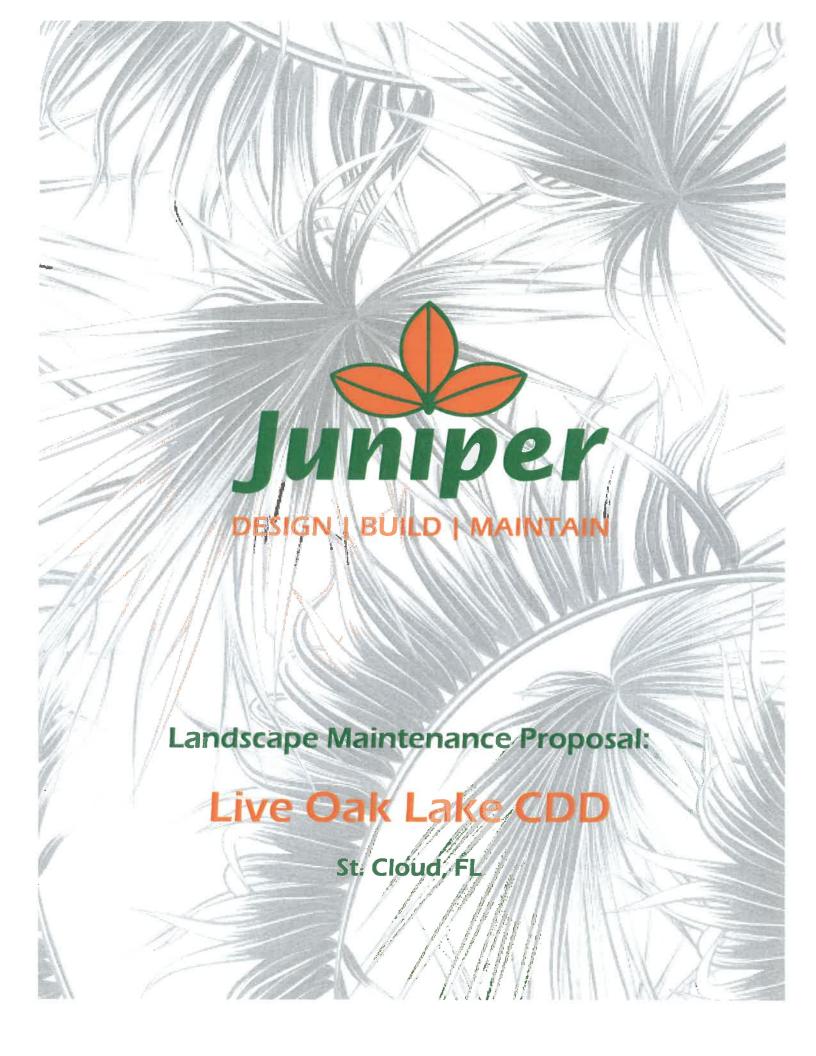
All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

SECTION VIII





Dear Jill,

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for Live Oak Lake CDD. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 18 years and our skilled teams are dedicated to your landscape initiatives.

The portfolio and proposal we are providing you includes the following information:

Introduction

- · Company service overview
- · Sample reports/schedules

Proposal Tab

- Proposal
- Juniper Advance Mapping

Our Services Tab

More than just maintenance

Qualifications Tab

Certifications & licenses

Portfolio Tab

Juniper communities

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at 239-207-2282.

Thank you,

Mark Michalek
Juniper Landscaping
Client Relations Manager
(239)-207-2282
mark.michalek@juniperlandscaping.com

Company Overview



Services

- <u>Design</u>: complete design department with in-house landscape architects
- <u>Build</u>: full landscape and irrigation installation
- <u>Maintain</u>: complete landscape maintenance, fertilization, pest control, irrigation and arbor care

Team

- 1,200+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professional
- FNGLA Certified Landscape Contractor

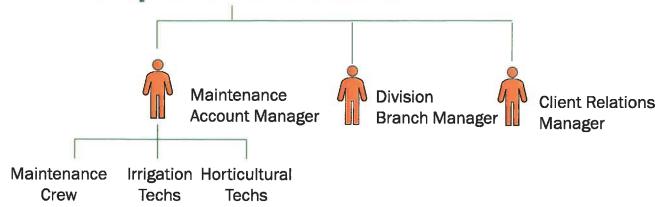
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



Our Management Approach



Juniper Client Team



Design Support Team

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

Build Support Team

- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

Maintain Support Team

- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborist
- In-House Agronomist

Our 6 Core Values

- A Sense of Urgency
- Constant Communication
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt

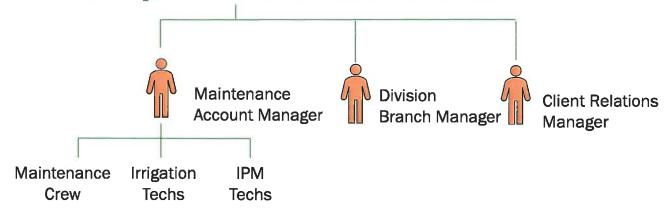


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Our Management Approach



Juniper Client Team Roles



Branch Manager:

Oversees the overall quality of the project, ensures contract items are completed timely and communication reports are being completed. Works with account manager on managing all tree pruning and enhancements.

Account Manager:

Works with association manager on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

IPM Techs:

Perform regular inspections for shrub and lawn damaging insects such as mealybugs, aphids, spider mites, chinch bugs, sod webworms, and grubs.

Irrigation Techs:

Perform inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

Service Reports: Sample



Irrigation Wet Checks Reports

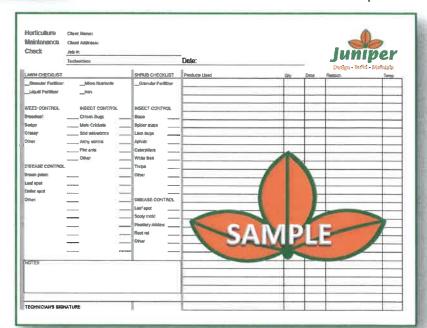
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Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

Fertilization & Pest Control Reports

Our in-house training program equips technicians & managers to apply fertilizer, as well as identify & correct plant material problems.

Our in-house training enables us to be more proactive in identifying & treating plant health issues.



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Service Map





At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs.

Our commitment to quality, dependability, and industry-best practices drive us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

junipercares.com



Landscape Maintenance Agreement

Property Name: Live Oak Lake CDD - Maintenance

Description of Services	Frequency			
General Maintenance Services				
General Landscape Maintenance Services	42			
Fertilization Program Turf & Shrubs (See Scope for Details)	4			
Insect and Disease Control	12			
Irrigation Wet Checks	12			
Palm Pruning (QTY 147)	1			
Annual Maintenance Price	\$150,585.2			

Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Mulch (QTY 330 Yards)- Optional	1	\$15,840.00	\$15,840.00

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.

Ornamental Bed Weed Control:

All landscape bed areas where weeds are evident will be treated with herbicide to keep these areas relatively weed free. Large weeds will be pulled by hand so as not to be allowed to have enough established quality to detract from the overall aesthetics of the landscape.

Safety Border:

Unless otherwise agreed upon, a 6 inch safety border will be sprayed around all areas where grass grows up to a structure or building, back flow preventer, screens. This safety border is intended to prevent damage to these areas. If the community does not want the safety border, Juniper Landscaping will not be held responsible for damages to these areas.

Pruning:

Shall be performed to maintain the natural shape and plant palette characteristics. Pruning shall include, but not limited to, the removal of vegetation that is dead, damaged, or diseased. When diseased vegetation is removed, the pruning cuts shall be made deep into the healthy plant tissue in order to re-establish healthy growth. Should flat tops and sides be desired, this will be achieved by the use of gas powered shears. Should the association request additional trims, a separate proposal can be provided at the time service is requested.

All trimming and pruning shall be subject to all applicable State, Federal, and ANSI (American National Standards Institute) regulations.

Trees: Pruned to remove any dead or damaged branches. This will include cross- branching and the raising of canopies to allow safe pedestrian movement on sidewalks and driveways in accordance to good canopy structure. Trees over 12 feet in overall height requiring the arboring at canopies shall be performed at the

Owner's request and expense.

Palms: Fronds shall be removed when frond tips are brown and or damaged with the clean edge cuts made as close to the trunk as possible. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, especially in the crown shaft and bud area. Inflorescence or seedpods and fruit shall be removed on a set cycle. Palms over 12 feet in overall height requiring the arboring at canopies shall be performed at Owners request and expense.

Safety boarder: Unless otherwise agreed upon, a 6 inch safety boarder will be sprayed around all areas where grass grows up to a structure or building, back flow preventer, screens. This safety boarder is intended to prevent damage to these areas. If the community does not want the safety boarder, Juniper Landscape will not be held responsible for damages to these areas.

Fertilization, Weeding and Pest Control

Fertilizer Services will be overseen by a Fertilizer Manager with a Lawn and Ornamental Pest Control license. Fertilization will be done by a technician who is BMP's certified.

All fertilizers utilized under this program will be a balanced nutrient package. Only professional commercial grade fertilizers will be used and have no less than 50% slow release. Contractor will follow Best Management Practices set forth by the University of Florida and enforced by local officials.

Fertilization

1st Qtr. Application - Turf & Ornamental

2nd Qtr. Application - Turf & Ornamental

3rd Qtr. Application - Turf

4th Qtr. Application - Turf & Ornamental

Insect & Disease Control

Spray services will be overseen by a spray manager with a Lawn and Ornamental Pest Control license. Spraying will be done by a spray technician who is BMP certified, an ID card holder issued by the state of Florida Department of Agriculture.

Turf Weed Control: The control of weeds will be a utilization of spray applications to areas of infestation. Weed control will be rotated on an 4-6 week cycle and can only be applied safely when temperatures are below 90 degrees and wind drift is at a minimum. Due to the unavailability or restricted use of effective control products, the eradication of carpet grass, wild Bermuda, torpedo

grass, crabgrass and select sedges are not part of this Contract and are not included in the contract amount.

Spraying Turf Weed Control - Monitored and treated as needed 6-12 x per year

Spraying Shrubs Fungus/Disease – Monitored and treated as needed 6-12 x per year

Inspection of the turf areas and plant material shall be done regularly, with applications done on an 4-6 week cycle as needed. Areas will be treated as problems occur. Due to the extent and expense of the treatment of grubs, Owner agrees this is not a part of this contract and is not in the contract amount, in the event treatment is required, Contractor shall provide a grub reduction by separate proposal, which will be provided at the time the service is requested. Due to resistant to chemicals, Chinch bugs cannot be guaranteed.

Spraying Turf Insect Control – Monitored and treated as needed 6-12 x per year

Spraying Shrubs Insecticide – Monitored and treated as needed 6-12 x per year

Irrigation Services Specifications:

Contractor shall perform a routine monthly maintenance inspection of the irrigation system consisting of the following services specifications:

- Activate and inspect each zone of the existing system
- Visually surface inspect system pipes for leaks
- Adjust and clean sprinkler heads, where needed
- Inspect control valves and valve boxes. Report any that may be damaged to Property Manager
- Adjust controller to the watering needs as dictated by environmental conditions
- Repair any damages resulting from the contractor at no cost to the Owner

Qualifying Statement

Repairs that are necessary to ensure the proper coverage to the turf and landscape areas that are over and above the routine maintenance contract will be done on a time and material basis. These may incorporate the following items, however are not limited to: installation of risers, head replacements, nozzle/filter replacements, valve and solenoid replacements.

Irrigation service calls required between scheduled visits will be billed on a time and material basis.

Emergency service calls are defined as repairs that are not within normal operating hours (Monday through Friday 8:00am-4:00pm) and on holidays will be billed on a time and material basis but at time and a half rate. There is a minimum \$150 service fee which includes the first 2 hours of service.

Contractor is not responsible for the verification or performance of rain sensors.

Contractor shall not be responsible for the maintenance performance of pump stations, mainline, filters and

backflow preventers.

A yearly audit shall be performed on the irrigation system with possible recommendations as the system ages.

It is further understood that the Contractor is not responsible for any damages due to failure of the water supply, water pressure or to water restriction imposed by governmental authorities.

Authorization for Repairs

Due to the necessity of water for the survivability of the turf and landscape, the Contractor will perform repairs up to \$300.00 (single repair, not cumulative) without prior written approval

In the event that a repair exceeds the above amount, the Contractor must have written approval prior to the commencement of any work. A written proposal will be provided to the Owner.

Palm Pruning

Palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris 1 time per year. De-booting is not part of the pruning process and requires specific pricing and agreement.

Optional Services

Mulch (QTY 330 Yards)- Optional

Mulch Installation, including labor and materials, will be provided to cover all shrub bed areas.

All beds that have shrubs, ground cover and or trees are to be mulched.

All beds will have a minimum of 3" depth of mulch with at least 1" of mulch depth being applied with this application.

Once mulch services are started they are to be completed within 21 calendar days.

Note: Playground mulch areas are not included in this request for proposal

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 in 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
January	\$12,548.77	\$0.00	\$12,548.77
February	\$12,548.77	\$0.00	\$12,548.77
March	\$12,548.77	\$0.00	\$12,548.77
April	\$12,548.77	\$0.00	\$12,548.77
May	\$12,548.77	\$0.00	\$12,548.77
June	\$12,548.77	\$0.00	\$12,548.77
July	\$12,548.77	\$0.00	\$12,548.77
August	\$12,548.77	\$0.00	\$12,548.77
September	\$12,548.77	\$0.00	\$12,548.77
October	\$12,548.77	\$0.00	\$12,548.77
November	\$12,548.77	\$0.00	\$12,548.77
December	\$12,548.77	\$0.00	\$12,548.77
	\$150,585.24	\$0.00	\$150,585.24

Ву	Mark Michalek	Ву	N	
Print Name	Mark Michalek	Print Name		
Date	12/2/2021	Date		
	Juniper Landscaping of Florida LLC		Live Oak Lake CDD - Maintenance	

A

Landscape: Maintenance



Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.





Juniper has been exceeding industry standards in the area of quality and dependability in Florida since 2001



Landscape: Installation





Award Winning Landscaper

- Best Landscape Design
 Custom Home
- Award Best LandscapeDesign
- Merit Award Design
 Residential
- Landscape Design Firm of the Year

Our design and Installation teams work hard to deliver a quality project on time and on budget.



Landscape: Irrigation



Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



Irrigation Installation

- Infrastructure
- Pump Stations
- Central Control
- Residential
- Commercial

Irrigation Maintenance

- Water Management
- Water Monitoring
- Wet Checks
- Repair









Landscape: Irrigation





State Licensed Irrigation Contractor What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

Water Management

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers



Our irrigation team has the experience to make a difference we have designed irrigation for championship golf courses, large institutions, and CDDs throughout Florida.

Landscape: Horticulture





Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.



Landscape: Grower





Juniper's nursery & tree farm—over 200 acres—allows us to deliver custom, quality plant material to fit the individual needs of our clients. Our dedicated plant buyer travels throughout the state in search of the best plant material. By keeping our finger on the pulse of the plant market, we are able to maximize value for each client.







Landscape: Seasonal Color



We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high profile areas.



Seasonal Flower Program

- Contract grown flowers
- Custom designed displays
- Scheduled installation
- Fresh look all year
- Best in quality annuals
- Enhances landscape areas
- Additional fertilization keeps flowers looking great

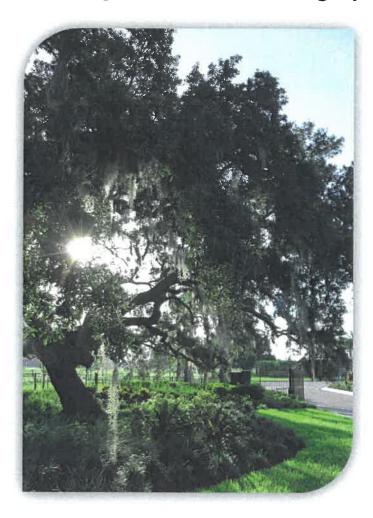




Landscape: Arboriculture



Juniper has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.



Tree and Palm Services

- Hardwood tree pruning
- Palm tree pruning
- Soil and tissue analysis
- Cable and bracing
- Emergency storm cleanup
- Tree inventory
- Insect and disease control
- Fertilization and health management
- Large tree transplantation and relocation
- Treatment of lethal bronzing



Why hire an arborist?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well cared-for trees are attractive and can add considerable value to your property.

Storm Partner: Response



Resources when you need them most!

In preparation and after a storm, Juniper has additional team members that are critical resources during storm events. They provide not only added manpower but bring with them the trucks and heavy equipment needed to handle storm clean up.

After the storm, our certified experts are available to help provide you with recommendations on how best to proceed with damaged trees and restore damaged landscape areas.

Company Resources

- 1,200+ team members statewide
- 8,000+ gallons of onsite fuel
- 250+ trucks in our fleet
- ISA Certified Arborists
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment





Landscape: Architecture



Complete Landscape Architecture & Design Services





Award Winning Landscapes



Exceeding Industry Standards!



BIA Pinnacle Awards

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

Summit Awards

- Best Contracting Landscape 5-8
 million+
- Merit Award for Infrastructure and Landscape

Sand Dollar Awards

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

Aurora Award

Landscape Design/Pool Design—
 Custom for "La Castille"

Certifications & Licenses



At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.



- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural
 Professional

- FNGLA Certified Landscape
 Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer

Certifications & Licenses

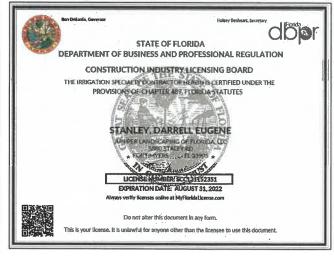














Safety & Training



Dedicated to training

We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.







Our Safety Program includes:

- Initial hire program
 - Safety rules
 - New hire safety orientation
 - Required & use of PPE
- Safety Training Program
 - Equipment certifications
 - Weekly safety meetings
 - Daily jobsite reviews
 - Traffic control systems
 - Best practices training
 - Safety swag based on safety performance
 - Online training

Safety & Training



Horticultural Training Videos

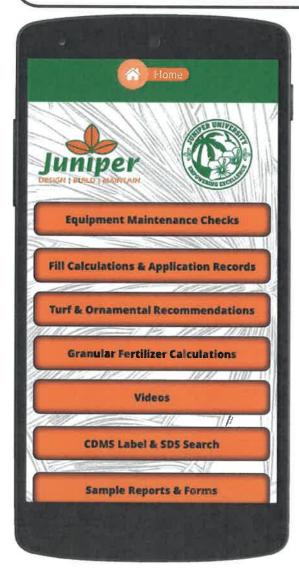
Juniper University's online resource/training portal provides our team with the best green industry training

Scan the QR code with your cell phone for a short video featuring highlights from our training videos.

Or Click the link below:

Training Video







Palm Deficiencies: Identification



Backpack Sprayer: Set Up & Use

COI: Sample



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such and response to the lieu of such and response to the

PRODUCER	CONTACT Lorie Frost					
Brown & Brown of FL, Inc Fort Myers 6611 Orion Drive #201	PHONE [A/C, No. Earl): 239-278-0278 FAX (A/C, No.	239-278-5306				
Fort Myers FL 33912	E-MAIL ADDRESS Ifrost@bbftmyers.com	71				
·	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A : Hamilton Specialty Ins Co*	29424				
INSURED JUNIP-1	INSURER B : FCCI Insurance Company* 1017					
Juniper Landscaping of Florida, LLC	INSURER C : FCCI Commercial Insurance Co*	33472				
and each of its subsidiaries 5880 Staley Road Ft. Myers FL 33905	INSURER D : FCCI Commercial Ins Co	33472				
	INSURER E : AGCS Marine Ins Company					
·	INSURER F :					

COVERAGES

CERTIFICATE NUMBER: 576705792

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR R	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DDYYYY)	LIMITS	
D X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			GL0019848	7/11/2017	7/11/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY X JECT LOC					PRODUCTS - COMPIOP AGG	\$2,000,000 \$
	AUTOMOBILE LIABILITY		CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS				j	BODILY INJURY (Per accident)	\$
	X AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$1,000,000
					į.		\$
	X UMBRELLA LIAB X OCCUR		UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,000,000
	DED X RETENTION \$ NIL WORKERS COMPENSATION		76333	THERE	74.0040	PEP OTH	\$
	AND EMPLOYERS' LIABILITY Y/N		76333	7/1/2017	7/1/2018	X PER OTH-	
	IANY PROPRIETOR/PARTNER/EYECHTIVE	NIA				E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
4	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	Leased & Rented Equipment Pollution Liability		MZ193077814 AHSECC1129000	7/11/2017 12/21/2016	7/11/2018 12/21/2017	Pollution Liability	200,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that the certificate holder, the contractor and the owner is included as additional insured as respects to general liability and auto liability. It is further agreed that such insurance as is afforded shall be primary and non-contributory with any other insurance in force for or which may be purchased by additional insured. Waiver of subrogation applies on the general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

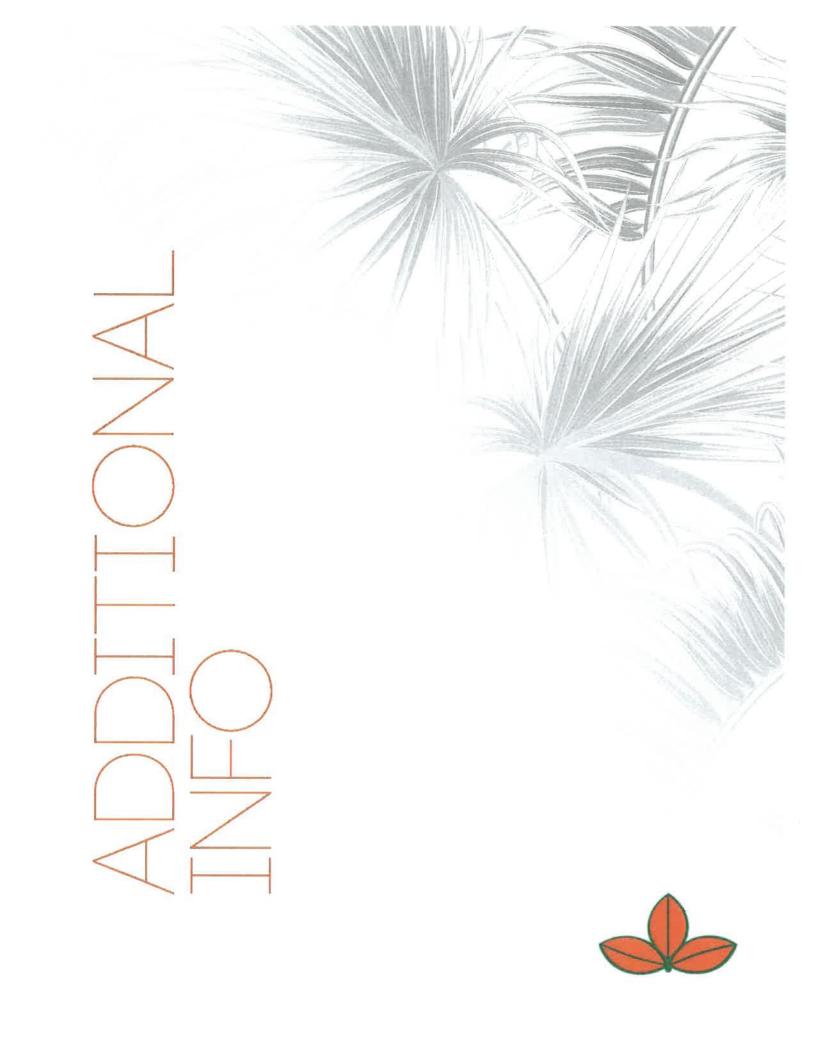
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



References



Our clients say it best!

Jonathan Pentecost Division President SW FL

"Since 2005, Juniper Landscaping has provided quality material and workmanship for thousands of homes built for DR Horton and our brands in Southwest Florida. I have found not only their prices to be competitive, but they are highly skilled operators with excellent execution in their business from first negotiation to last install and warranty."

Rhonda Brewer V.P. Community Development

"Juniper is a full service landscape, irrigation, and maintenance company with exceptional customer service and quality. They have the expertise and attention to detail which make working with them a pleasure and our projects a success. I would highly recommend Juniper for any landscape or irrigation project."

Mike Lewis V.P. Purchasing, Design & Architecture

"Juniper Landscaping is truly a full service operation. From incredible landscape designs by the team at Botanics Design Group to top quality material and installation services to best in class maintenance operations keeping the landscaping looking beautiful long after the initial install, Juniper does it all with some of the best people in the business."

John R. Peshkin Managing Principle

"Juniper is a first-class organization focused on customer satisfaction. The turn-key services they provide us from preliminary design and budgeting to construction and long-term maintenance have helped streamline our land development efforts. Juniper provides excellent quality work and is a trusted and valued trade partner."

Bob Koenig Vice President

"Juniper has successfully completed a diverse range of projects for our company such as an addition to a high end resort hotel, a custom home whose owners wanted their landscaping to make a statement, institutional work, a streetscape project on 47th Terrace in Cape Coral and code minimum projects for warehouses and manufacturing. Throughout each of these projects Juniper Landscaping has been able work effectively with our team on site to meet the demands of the budget and the schedule required for each project while providing a quality project. I highly recommend Juniper."

Juniper Cares





Making our communities better places to live and work is important, not only for our clients and employees, but for all of our neighbors in the area. With that in mind, we support many local charitable organizations across the state and use environmentally sound practices.







Portfolio: HOA









Portfolio: HOA







Portfolio: HOA







junipercares.com

Portfolio: Installation







junipercares.com

Portfolio: Custom Design



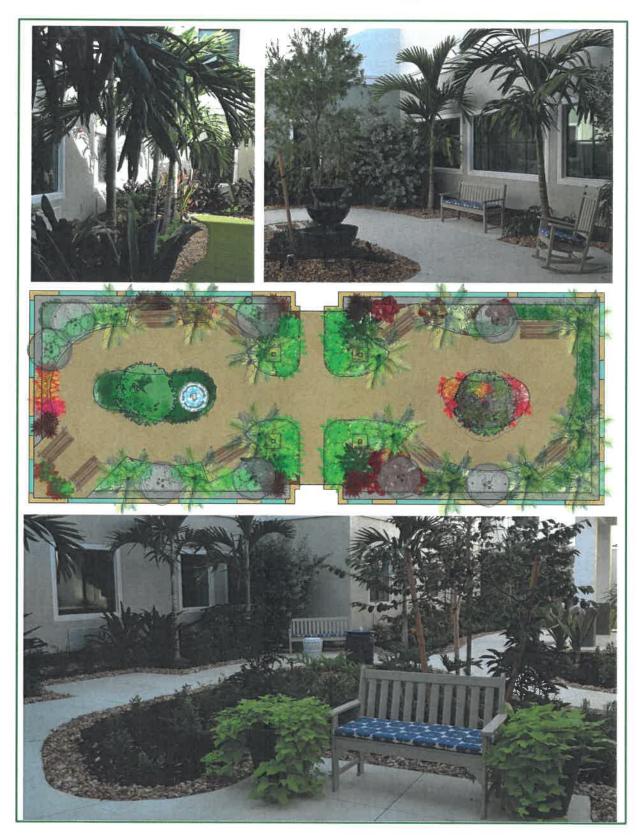






Portfolio: Custom Design





Design: Custom Design





Computer Renderings



SECTION IX

AGREEMENT BETWEEN THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT AND SOLITUDE LAKE MANAGEMENT, LLC FOR FOUNTAIN INSTALLATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of December, 2021 ("Effective Date"), by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (the "District"), and

SOLITUDE LAKE MANAGEMENT, LLC, a Virginia limited liability company, whose principal address is 5869 Enterprise Parkway, Fort Myers, Florida 33905 ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the "Act"), by ordinance adopted by the Board of County Commissioners of Osceola County, Florida;

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including five (5) fountains shown on the attached map ("Pond Fountains") attached as Exhibit B, and incorporated herein by this reference

WHEREAS, the District wishes to retain an independent contractor to supply and install certain fountain equipment in the Pond Fountains (the "Equipment") and removal and proper disposal of debris from the replaced Pond Fountains, all as consistent with the scope of services and the description of the Equipment set forth in the attached Exhibit A, which is incorporated herein by this reference, including, without limitation, all materials and labor (the "Services"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such Services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. SCOPE OF SERVICES; TERM.

- A. Contractor agrees to provide all materials, tools, skill and labor necessary to perform the Services, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the Equipment, all tools, supplies, insurance, and other materials or services (including without limitation all packing, loading, or freight) necessary to deliver and install the goods. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- C. In addition to the specific warranties provided in the attached **Exhibit A** and any additional manufacturer warranties, Contractor warrants that the title to Equipment conveyed shall be good and that the transfer of the Equipment shall be rightful. The Equipment shall be free from any security interest or lien, and the Equipment shall conform to the description herein stated and any specifications provided by the District. The Equipment shall be of merchantable quality and shall be fit for the use intended, including but not limited to meeting the 2010 ADA specifications/design standards. Contractor agrees, without prejudice to any other rights District may have, to replace or otherwise remedy any defective Equipment without further cost to the District or, at the District's option, to reimburse the District for its cost of replacing defective Equipment. All Equipment is subject to inspection by the District before, upon, and within a reasonable time after delivery. Equipment shall not be replaced without District's prior written instructions. Any acceptance by the District shall not prevent the District from later rejecting non-conforming Equipment. The warranty provided herein shall survive the completion or termination of this Agreement and is in addition to any warranties provided by law.

- D. Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of safety and the District's specifications as may be promulgated by the District from time to time.
- E. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- F. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of services satisfactorily completed and for materials actually incorporated into the Services.
- G. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- H. Contractor shall report directly to the District Manager or his or her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.
- I. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. The District shall pay Contractor an amount of Sixty-One Thousand Ninety-One Dollars and Fifty Cents (\$61,091.50) (the "Contractor Compensation") for the Services and the provision of the Equipment, as identified in Exhibit A. This compensation includes all materials and labor provided for in Exhibit A, permitting, installation, shipping and delivery costs, and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. The District shall remit to the Contractor Fifty Percent (50%) of the total payment amount at the time of the execution of this Agreement, and Fifty Percent (50%) after installation of all Equipment and the District is satisfied with and has

accepted the Services as set forth in this Agreement.

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

SECTION 4. DELIVERY. Installation shall conform to industry best practices, including but not limited to, securing all Equipment. Installation must be performed by a licensed contractor. Further, the Equipment must be installed in a manner that complies with all applicable laws, including but not limited to the 2010 ADA Standards for Accessible Design, as may be and has been amended from time to time. The Contractor accordingly bears the risk of damage or loss until the shipment arrives.

SECTION 5. WARRANTY; DAMAGE TO PROPERTY. The Contractor warrants to the District that all Equipment furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, and any other warranties as set forth in Exhibit A, all Services provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Services by the District or such other term as described in Exhibit A, whichever is greater. Contractor shall replace, or repair warranted items to the District's satisfaction and at the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

4

SECTION 6. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
Bodily Injury (including contractual)	\$1,000,000
Property Damage (including contractual)	\$1,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	\$1,000,000

- **B.** The District, its agents, staff, consultants and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims

- against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or

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manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

Section 13. Termination. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable

attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument, together with Exhibit A, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Exhibit A is incorporated herein only to the extent that it states the Services for the labor and materials to be provided under this Agreement. To the extent of any conflict between this instrument and Exhibit A, this instrument shall control.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

A. If to District: Live Oak Lake Community

Development District 219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager

With a copy to: Kutak Rock LLP

P.O. Box 10230

Tallahassee, Florida 32302 Attn: Sarah R. Sandy

B. If to Contractor: SOLitude Lake Management, LLC

5869 Enterprise Parkway Fort Myers, Florida 33905

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be

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sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. APPLICABLE LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF OSCEOLA, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Jill Burns ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. 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 any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Section 29. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief

that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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

ATTEST:	LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors
WITNESS:	SOLITUDE LAKE MANAGEMENT, LLC, a Virginia limited liability company
By:	By:
Exhibit A: Scope of Services	

4870-9337-9333.2

Exhibit B: Map of Pond Fountains

Exhibit A: Scope of Services

Services Contract Page 5 of 7



SCHEDULE A - SERVICES

FOUNTAIN INSTALLATION

Fountain Installation:

1. Company will install the following floating surface aerator:

5 total-AquaMaster Masters Series 3.5 HP (240V/1PH)**

Includes: Valhalla Nozzie

Standard Stainless Steel Intake Debris Screen

325 ft. of underwater power cable

Underwater Oil Cooled motor w/ Thermal Protection

Control Panel (UL Listed / NEMA Rated)

GFCI Protection Breaker

Control Breaker

Motor Starter / Contactor

Motor Overload Protection Assembly

Digital Timer*

Control Fuse Protection

Motor Start & Run Capacitors

All labor and parts necessary for proper installation***

*Digital timer includes battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.

LED power indicator
LCD screen display
Lithium battery for memory backup
Three-way operation manual
Digital Electronics time switch
One touch, multi-functional keys

**Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 120V units will require a 1-pole breaker for fountain control panel electrical connection and must be configured with 2 wire (1 hot + 1 neutral) and 1 ground wire. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. For all three-phase units

Corapetitively Sensitive & Proprietary Materials — The information contained herein is the intellectual property of SÖLItude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLItude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

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customer must provide 208/240V or 460V power source with a 3-pole breaker for fountain control panel electrical connection and must be configured with 4 wire (3 hots + 1 neutral) and 1 ground wire for Control Panel to be connected. SÖLitude Lake Management[®] is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

***The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

Lighting Installation:

1. Floating Fountain will include an Underwater LED Lighting Package

Includes: 3 Underwater LED Lights (22 Watt)

Lighting Controls mounted in the Fountain Control Panel

GFCI Protection Breaker

Control Breaker

Automatic Digital Timer*
Control Fuse Protection

325 ft. of underwater power cable

All labor and parts necessary for proper installation

Competitively Sensitive & Proprietary Materials — The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

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Warranty:

- Company warrants that all installation work will be done in a safe and professional manner.
- 2. Manufacturer warrants ½ HP fountains for three (3) years, with upgraded panel five (5) years, 1-5 HP fountains for five (5) years, and 7-25 HP fountains for four (4) years from the date of installation against any defects in materials and warkmanship.
- Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
- Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
- 5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
- The manufacturer's warranty and the SÖLitude Lake Management[®] warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management* performs any service, repair, or other work to the fountain aeration system.
 - The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

Compatitively Sensitive & Proprietary Materials — The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

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Exhibit B Map of Pond Fountains

SECTION X

This instrument was prepared by and upon recording should be returned to:

Sarah R. Sandy, Esq. KUTAK ROCK LLP P.O. Box 10230 Tallahassee, Florida 32302

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this ___ day of _____, 2021, by Narcoossee Land Ventures, LLC, a Florida limited liability company, whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701, hereinafter called the "Grantor," to Live Oak Lake Community Development District, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, hereinafter called the "Grantee" (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the Property (as hereinafter defined) located in Osceola County, Florida; and

WHEREAS, Grantee owns and maintains certain improvements located on the Property (collectively, the "Improvements") and Grantor desires to additionally convey the Property to Grantee in accordance with the terms hereinafter provided; and

WHEREAS, Grantor desires to retain a perpetual, non-exclusive Easement (hereinafter defined) on the Property in accordance with such terms and provisions as more particularly set forth herein in order to maintain its ability to fully develop the residential development known as Twin Lakes and/or Northwest Lakeside Groves in which the Property is located.

NOW, **THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Conveyance of Property**. The Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Osceola County, Florida, described as follows:

TRACTS SW-12 AND SW-13, AS SHOWN ON THE PLAT KNOWN AS TWIN LAKES PHASE 2C, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 31, PAGES 2 THROUGH 7

AND

TRACTS OSN-1, OSN-3, OSN-6 THRU OSN-12, INCLUSIVE, OSN-14 THRU OSN-17, INCLUSIVE, SWN-16, SWN-20, SWN-25, SWN-26, DN-1, AND BN-1, AS SHOWN ON THE PLAT KNOWN AS TWIN LAKES CONNECTOR ROAD, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 30, PAGES 186 THROUGH 193 (collectively, the "**Property**").

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

Grant of Easement. Grantor hereby reserves and excepts from the conveyance of the Property, and which, by its acceptance of this Deed, Grantee hereby grants and conveys to Grantor, a perpetual, non-exclusive easement on the Property in favor of Grantor (and its agents, employees and contractors) to construct, install, repair, maintain, relocate and replace driveways, curb cuts, irrigation facilities, landscaping improvements, signage, lighting facilities, drainage facilities, entry features, decorative improvements, fencing, walls, sidewalks, equipment, utility lines and facilities and other improvements of any kind or nature (the foregoing list being intended only to illustrate, and not to limit, the types of such facilities) (collectively the "Additional Improvements") over, under, upon and across the Property in such locations as Grantor may from time-to-time deem necessary or desirable; subject to Grantor first obtaining written confirmation from the Grantee's engineer that such construction, installation, repair, maintenance, relocation and/or replacement of the Additional Improvements will not: (i) materially and adversely impact the Improvements, (ii) materially and adversely impact the functionality of the Property's wetland mitigation system, or (iii) increase Grantee's maintenance or repair costs of the Improvements (the "Easement"). Grantor shall have no obligation to construct or install any such Additional Improvements. The Easement shall further include the right of vehicular and pedestrian ingress and egress to and from public rights-of-way adjacent to the Property over, upon and across the

Property to adjoining lands, and the right to include the Property or any part thereof in applications for permits and approvals submitted by Grantor in connection with the development of adjoining lands.

- 4. **Use of the Easement.** The Parties acknowledge and agree that use of the Easement shall not be inconsistent with Grantee's use, occupation or enjoyment of the Property. Notwithstanding the uses referenced herein, any construction or development occurring on the Property or pursuant to the Easement remains subject to all applicable government regulations.
- 5. Beneficiaries of Easement Rights; Assignment. Except as hereinafter provided. the Easement and other rights herein reserved by Grantor and granted by Grantee shall not inure to the benefit of any subsequent owners of lands adjoining the Property or to any successors or assigns of Grantor unless (and then only to the extent) specifically assigned as provided herein. Grantor shall have the right from time to time to assign to third parties all or part of its rights under the Easement only upon the prior written consent of the Grantee, in the Grantee's sole discretion (which approved assignee is hereinafter referred to as an "Approved Assignee"). Notwithstanding the foregoing, if Grantor hereafter installs any landscaping, infrastructure improvements or signage on any of the Property pursuant to the Easement rights herein reserved by Grantor and granted by Grantee (hereinafter "Grantor Improvements"), Grantor may, without Grantee's consent, convey ownership of the Grantor Improvements, together with the Grantor's Easement rights to access, maintain, repair and replace (with reasonably equivalent landscaping, signage or improvements) such Grantor Improvements, to any municipality, district or other governmental entity, utility company or a property owners association (collectively, a "Permitted Assignee" and together with an Approved Assignee, an "Assignee"). In order to assign all or a portion of Grantor's rights hereunder to an Assignee, Grantor and the Assignee shall execute and record (with a copy of same provided to Grantee), an Assignment Agreement which specifies the rights being specifically assigned to such Assignee and provides that such Assignee assumes repair, maintenance and the other obligations of Grantor with respect to the portion of the Easement rights so assigned and otherwise incorporates the provisions of Section 6 below. Upon an Assignee assuming such obligations, Grantor shall no longer have such obligations with respect to the Easement rights so assigned.

6. Repair and Maintenance.

a. Grantor, or an Assignee, shall repair and maintain the Additional Improvements to keep the same in good order and repair in accordance with all applicable permits and other governmental requirements and good and sound engineering and construction practices; provided, that if such entity is charged with repair and maintaining such Additional Improvements but is not assigned the ownership thereof as provided in Section 5 above, then as a condition of assigning such obligations to such entity, the municipality, district or other governmental entity, utility company or property owners association must assume such obligations in writing for the benefit of Grantee in a form and content reasonably acceptable to Grantee ,which shall not be unreasonably withheld, conditioned or delayed). In the event Grantor or an Assignee, as applicable, shall perform any repair, maintenance or other obligations, Grantor or Assignee, as applicable, shall diligently thereafter restore the surface of the Property to as near as practicable the condition which existed prior to such activities.

- b. In the event that any required repair is not performed by Grantor or an Assignee hereunder, Grantee may deliver a notice to Grantor or such Assignee setting forth the deficiencies whereupon Grantor or such Assignee shall have a period of thirty (30) days to remedy the deficiencies, or forty-eight (48) hours in the case of an emergency. In the event that the deficiencies are not remedied in a commercially reasonable fashion within such thirty (30) day period, or forty-eight (48) hours in the case of an emergency, Grantee shall have the right, in Grantee's sole discretion, to either remove such Additional Improvements or undertake all reasonably necessary maintenance and repair itself and recover from Grantor (or the Assignee if such rights were previously assigned) the fees, costs and expenses incurred in connection therewith.
- c. Grantor (or an Assignee) shall promptly repair any damage to the Property, Improvements, and any other property not owned by Grantor or such Assignee, caused by Grantor or the Assignee, as appropriate, exercising its rights under the Easement including without limitation, any landscaping, hardscaping, ground cover, planting, roadways, driveways, sidewalks, walkways, pedestrian trails, signage, drainage and utility lines, and parking areas. In the event that Grantor (or an Assignee) causes damage to the Property, Improvements, or any other property not owned by Grantor or an Assignee, in the exercise of the privilege granted herein, Grantor, or the Assignee as appropriate, shall be obligated to restore the Property, Stormwater Improvements, or any other property not owned by Grantor or such Assignee, so damaged to its original condition and grade existing prior to such damage. In the event that any required repair is not performed by Grantor or the Assignee, as appropriate, hereunder, Grantee may deliver a notice to Grantor or the Assignee setting forth the deficiencies whereupon Grantor or the Assignee, if assigned, shall have a period of thirty (30) days to remedy the deficiencies, or forty-eight (48) hours in the case of an emergency. In the event that the deficiencies are not remedied in a commercially reasonable fashion within such thirty (30) day period, or forty-eight (48) hours in the case of an emergency, Grantee shall have the right to undertake all reasonably necessary maintenance and repair itself and recover from Grantor or the Assignee, if assigned, the fees, costs and expenses incurred in connection therewith.

7. Insurance and Indemnity.

a. Grantor (which for purposes of this Section 7, shall include and mean, as to a particular Easement right assigned, any Assignee of Grantor if, as and when all or a portion of the Easement rights are assigned to an Assignee in accordance with Section 5 hereof) hereby agrees to indemnify and hold harmless Grantee from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, without limitation attorneys' fees at trial and appellate levels) to the extent arising out of the acts or omissions of Grantor and Grantor's officers, staff, or employees or the exercise by Grantor or its agents, employees, consultants, representatives, contractors (and their subcontractors, employees, and materialmen). Grantor agrees that nothing contained in this Deed shall constitute or be construed as a waiver of immunity or limits of liability of the Grantee beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Deed shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

b. Grantor, its agents, employees, consultants, representatives, contractors (and their subcontractors, employees, and materialmen) performing work for Grantor on the Property shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantee. Grantor hereby agrees to indemnify and hold harmless Grantee from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, without limitation attorneys' fees at trial and appellate levels) to the extent arising out of the acts or omissions of Grantor and Grantor's officers, staff, or employees or the exercise by Grantor or its agents, employees, consultants, representatives, contractors (and their subcontractors, employees, and materialmen).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

NARCOOSSEE LAND VENTURES, LLC, a Florida limited liability company

Witnessed:		
Print Name:	By: Print Name: Print Title:	——————————————————————————————————————
Print Name:		
STATE OFCOUNTY OF		
I hereby certify that on this day, befacknowledgments, personally appeared	as _ ed liability company ledged before me th	on on behalf of the company on the executed the same on
Witness my hand and official seal this	day of	, 2021.
	Notary Public	
	Personally know Produced Identif	n:ication:
		eation:

IN WITNESS WHEREOF, the Grantee has hereunto set its hand and seal the day and year first above written.

LIVE

OAK LAKE COMMUNITY

	DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, <i>Florida Statutes</i>
Witnessed:	
	By:
Print Name:	Print Name: M. Scott Stearns Print Title: Chairperson
Print Name:	
STATE OF FLORIDA COUNTY OF	
acknowledgments, personally appeared M. So Community Development District, a local upursuant to Chapter 190, <i>Florida Statutes</i> , on binstrument, acknowledged before me that he exand was identified in the manner indicated below	
Witness my hand and official seal this _	day of, 2021.
	Notary Public
	Personally known:
	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.

SECTION XII

SECTION C

SECTION 1

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

January 5, 2022

GENERAL FUND

<u>Date</u>	<u>Check Numbers</u>	<u>Amount</u>
10/13/2021	168-175	\$20,636.12
11/22/2021	176-185	\$16,852.20
12/16/2021	186-192	\$12,693.02
Total		\$50,181.34

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/28/21 PAGE 1 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

				15/	AMIC D I	DOD-GENERAL FOND				
₽¥#6k	VEND#	DATE	DICE INVOICE	EXPENSED TO YRMO DPT ACCT# S	SUB SI	VENDOR NAM UBCLASS	ME	STATUS	AMOUNT	CHECK AMOUNT #
10/13/21	00010	10/05/21	75223776	202109 310-51300-4	42000			*	35.78	
			DELIVER.	IES THRU 09/29/21	FEDE	x 				35.78 000168
10/13/21	00001	10/01/21	26	202110 310-51300-3	34000			*	2,916.67	
				202110 310-51300-3				*	8.33	
		10/01/21	WEBSITE 26	202110 310-51300-3	35101			*	20.83	
		10/01/21	INFO TEC	CHNOLOGY 202110 310-51300-3	31300			*	416.67	
		10/01/21	DISSEMIN 26		51000			*	.57	
			OFFICE S					*	10.07	
			POSTAGE			CENTRAL ELORIDA I	T C		20.07	3,373.14 000169
						CENIKAL FLORIDA, I	 ппс			
10/13/21	00014			202110 310-51300-3 PPORT, COMPLIANCE	35101			*	388.13	
					INNE	RSYNC				388.13 000170
10/13/21	00030	8/22/21	27641	202108 320-53800-3	35000			*	2,625.00	
		10/01/21	27685	202110 320-53800-3	35000			*	500.00	
		10/07/21		202110 320-53800-3	35000			*	1,250.00	
			INSPECT.	ION/REVIEW	IRRI	GATION MANAGEMENT	CONSULTING			4,375.00 000171
10/13/21	00024	10/01/21	134828	202110 320-53800-4	 46200			*	4,446.00	
		10/01/21	134829	MAINTENANCE 202110 320-53800-4	46200			*	1,992.24	
			OCT 21 I	MAINTENANCE-NOLTE	JUNI	PER LANDSCAPING OF	F FLORIDA. LLC			6,438.24 000172
					46000			 *		
10/13/21	00032			202110 320-53800-4 LAKE & POND MAINT.				*	1,474.00	
		10/01/21	PI-A0068 OCT 21 I	202110 320-53800-4 FOUNTAIN MAINT.				*	450.00	
					SOLI	TUDE LAKE MANAGEME	ENT 			1,924.00 000173
10/13/21	00020	9/30/21	09302021	202110 300-21700-1 1 3RD QUARTER	10000			*	61.20	
			J¶⊥-∠U∠.	I SKD QUARIER	UNIT	ED STATES TREASURY	Y			61.20 000174

LOKS LIVE OAK LAKES SHENNING

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/28/21 PAGE 2 LIVE OAK LAKES-GENERAL FUND BANK B LOL-GENERAL FUND

	BANK B LOL-GENERAL FUND			
SHEEK VEND#	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/13/21 00005	9/24/21 6272089 202110 310-51300-32300 SERIES 2016 TRUSTEE FEES	*	4,040.63	
	US BANK			4,040.63 000175
11/22/21 00006	11/17/21 2037982 202110 320-53800-46300 WETLAND MONITORING PRGRM		1,800.00	
	11/17/21 2037985 202110 310-51300-31100 SERVICE THRU 10/29/2021	*	470.00	
	11/17/21 2037987 202110 320-53800-46300 SEMI ANNUAL MONITORING	*	875.00	
	DEWBERRY ENGINEERS INC.			3,145.00 000176
11/22/21 00010	10/19/21 75374936 202110 310-51300-42000 DELIVERIES THRU 10/19/21	*	90.40	
	FEDEX			90.40 000177
11/22/21 00001	11/01/21 27 202111 310-51300-34000 NOV 21 MGMT FEES	*	2,916.67	
	11/01/21 27 202111 310-51300-35101 NOV 21 WEBSITE ADMIN	*	8.33	
	11/01/21 27 202111 310-51300-35101 NOV 21 INFO TECHNOLOGY	*	20.83	
	11/01/21 27 202111 310-51300-31300 NOV 21 DISSEMINATION	*	416.67	
	11/01/21 27 202111 310-51300-51000 NOV 21 OFFICE SUPPLIES	*	2.77	
	11/01/21 27 202111 310-51300-42000 NOV 21 POSTAGE	*	4.77	
	11/01/21 27 202111 310-51300-42500 NOV 21 COPIES	*	17.55	
	NOV 21 COPIES GMS-CENTRAL FLORIDA, LLC			3,387.59 000178
11/22/21 00016	10/20/21 21684 202110 310-51300-31200 SERIES 2020 ARBITRAGE REP	*	600.00	
	SERIES 2020 ARBITRAGE REP GRAU & ASSOCIATES			600.00 000179
11/22/21 00026	8/04/21 01 202107 320-53800-46810 FOUNTAIN SHIPPING COST	*	100.04	
	FOUNTAIN SHIPPING COST HOA OF TWIN LAKES			100.04 000180
11/22/21 00003	10/12/21 125555 202109 310-51300-31500 SEPT 21 GENERAL COUNSEL	*	285.00	
	10/12/21 125557 202109 310-51300-31500	*	389.00	
	SEPT 21 BOUNDARY AMENDMNT HOPPING GREEN & SAMS			674.00 000181
	 			

LOKS LIVE OAK LAKES SHENNING

AP300R *** CHECK NOS. 000168-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/28/21 PAGE 3 LIVE OAK LAKES-GENERAL FUND

BANK B LOL-GENERAL FUND

				152	AMIC D	HOH-GENERAL FOND					
₽¥ ₽ €K	VEND#	INVO	OICE INVOICE	EXPENSED TO YRMO DPT ACCT# :	SUB S	VENDOR NAME SUBCLASS	S	STATUS	AMOUNT	CHEC	
11/22/21				202111 320-53800-	35000			*	500.00		
					IRR	IGATION MANAGEMENT CO	ONSULTING			500.00	000182
11/22/21	00024	11/01/21	138382	202111 320-53800-					4,446.00		
			138383	MAINTENANCE 202111 320-53800-	46200			*	1,992.25		
	NOV 21 MAINTENANCE		JUN:	IPER LANDSCAPING OF 1	FLORIDA, LLC			6,438.25	000183		
11/22/21	00022		FOUNTA:) 202110 320-53800- IN MAINTENANCE							
					KAS	CO MARINE INC				930.92	000184
11/22/21	00028	11/22/21	21102	202111 320-53800-					986.00		
POND FOUNTAIN BREAKERS		KLII	NGER ELECTRICAL SERV	ICES LLC			986.00	000185			
 12/16/21	00002	10/01/21	 85336	202112 310-51300-	54000			*	200.00		
			ANNIJAT	FEES FY21-22			ODDORTIMITY			200.00	000186
	-					ARTMENT OF ECONOMIC (
12/16/21	00010	11/30/21	75819844 DELIVER	4 202111 310-51300- RIES THRU 11/22/21	42000				55.29		
					FEDI	EX 				55.29	000187
12/16/21	00001			202112 310-51300-3 EES 12/21	34000			*	2,916.67		
		12/01/21	28	202112 310-51300-				*	8.33		
		12/01/21	28	E ADMINISTRATION 202112 310-51300-				*	20.83		
		12/01/21	28	ATION TECHNOLOGY 202112 310-51300-3	31300			*	416.67		
			DISSEMI	INATION AGENT SVCS	GMS-	-CENTRAL FLORIDA. LL	C			3,362.50	000188
						-CENTRAL FLORIDA, LLO					
12/16/21	00003		SVCS 10	202110 310-51300-3 0/21					662.99		
				· 	HOP1	PING GREEN & SAMS				662.99	000189
12/16/21	00030	12/01/21	27731	202112 320-53800-3 EES-12/21	35000			*	500.00		
					IRR	IGATION MANAGEMENT CO	ONSULTING			500.00	000190
12/16/21	00024	12/01/21	142407	202112 320-53800- 12/21-PONDS				*	4,446.00		

LOKS LIVE OAK LAKES SHENNING

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/28/21 PAGE 4 *** CHECK NOS. 000168-050000 LIVE OAK LAKES-GENERAL FUND BANK B LOL-GENERAL FUND

SHEEK VEND#INVOICE.... ...EXPENSED TO...

DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS VENDOR NAME STATUS AMOUNTCHECK.... AMOUNT # * 1,992.24 12/01/21 142408 202112 320-53800-46200 MAINT 12/21-NOLTE ROAD JUNIPER LANDSCAPING OF FLORIDA, LLC 6,438.24 000191 * 1,474.00 12/16/21 00032 12/01/21 PIA00721 202112 320-53800-46800 SVCS 12/21 SOLITUDE LAKE MANAGEMENT 1,474.00 000192

> TOTAL FOR BANK B 50,181.34

> TOTAL FOR REGISTER 50,181.34

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts Fiscal Year 2022

(\$111,488.35)

(\$25,606.17)

\$85,882.18

	ASSESSMENTS - TAX COLLECTOR								\$1,002,564.80 TOTAL
DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNTS/PENALTIES	COMMISSIONS	INTEREST	NET RECEIPTS	22.97% O&M Portion	77.03% 16 DSF Portion	100.00% Total
5/112	DESCRIPTION	01.0007111100111	BISCO GIVIS/I EI WIEITES	COMMISSIONS	THE TEST	THE THE CENT TO	C CANT I CITACII	10 001 1 010011	10131
11/22/21	DISTRIBUTION	\$115,236.81	\$4,609.42	\$2,212.55	\$0.00	\$108,414.84	\$24,900.26	\$83,514.58	\$108,414.84
11/26/21	DISTRIBUTION	\$3,312.25	\$176.02	\$62.72	\$0.00	\$3,073.51	\$705.91	\$2,367.60	\$3,073.51
						\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	\$118,549.06	\$4,785.44	\$2,275.27	\$0.00	\$111,488.35	\$25,606.17	\$85,882.18	\$111,488.35
Assessed on Roll:									cnoss
	GROSS AMOUNT		ASSESSMENTS	ASSESSMENTS	ASSESSMENTS	AMOUNT			GROSS 11.82%
	ASSESSED	PERCENTAGE	COLLECTED	TRANSFERRED	TRANSFERRED	TO BE TFR.			
O & M	\$230,264.80	22.9676%	,	(\$25,606.17)	(\$25,606.17)	\$0.00			
DEBT SERVICE FUND	\$772,300.00	77.0324%	\$85,882.18	(\$85,882.18)	\$0.00	\$85,882.18			

TOTAL \$0.00

Amount due: \$85,882.18

\$1,002,564.80

ASSESSMENTS-DIRECT

\$111,488.35

					\$410,940.09 FY 2022 .36300.10100 25.19%	\$230,864.00 FY 2022 .36300.10100 14.15%	\$989,553.04 FY2022 .36300.10100 60.66%	\$1,631,357.13 TOTAL
DUE DATE	DATE	BILLED AMOUNT	AMOUNT RECEIVED	NET RECEIPTS	0&M	DSF Portion	DSF Portion	Total
10/1/21	10/6/21	\$414,941.79	\$414,941.79	\$414,941.79	\$139,719.63	\$78,493.76	\$336,448.03	\$554,661.42
	TOTAL	\$414,941.79	\$414,941.79	\$414,941.79	\$139,719.63	\$78,493.76	\$336,448.03	\$554,661.42
	NET AMOUNT	ASSESSMENTS	AMOUNT	AMOUNT				
	ASSESSED	COLLECTED	TRANSFERRED	TO BE TFR.				

	INE I AIVIOUNI	MODEODIVIENTO	AIVIOUNI	AIVIOUNI
	ASSESSED	COLLECTED	TRANSFERRED	TO BE TFR.
0 & M	\$410,940.09	\$139,719.63	(\$139,719.63)	\$0.00
16 DEBT SERVICE	\$230,864.00	\$78,493.76	(\$78,493.76)	\$0.00
20 DEBT SERVICE	\$989,553.04	\$336,448.03	(\$336,448.03)	\$0.00
TOTAL	\$1,631,357.13	\$78,493.76	(\$78,493.76)	\$0.00
	· · · · · · · · · · · · · · · · · · ·			

ASSESSMENTS COMBINED

TOTAL

NET AMOUNT	TAX COLLECTOR	DIRECT		NET PERCENTAGE
ASSESSED	RECEIVED	RECEIVED	TOTAL COLLECTED	COLLECTED
\$627,389.00	\$25,606.17	\$139,719.63	\$165,325.80	26.35%
\$1,946,379.04	\$85,882.18	\$414,941.79	\$500,823.97	25.73%
\$2,573,768.04	\$111,488.35	\$554,661.42	\$666,149.77	
	ASSESSED \$627,389.00 \$1,946,379.04	ASSESSED RECEIVED \$627,389.00 \$25,606.17 \$1,946,379.04 \$85,882.18	ASSESSED RECEIVED RECEIVED \$627,389.00 \$25,606.17 \$139,719.63 \$1,946,379.04 \$85,882.18 \$414,941.79	ASSESSED RECEIVED RECEIVED TOTAL COLLECTED \$627,389.00 \$25,606.17 \$139,719.63 \$165,325.80 \$1,946,379.04 \$85,882.18 \$414,941.79 \$500,823.97

100.00%

SECTION 2

COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET

November 30, 2021

		Major	Funds		Total
		Impact Fee	Debt Service	Capital Project	Governmental
	General	Fund	Fund	Fund	Funds
ASSETS:					
Cash - Valley 2860	\$389,712				\$389,712
Cash - Suntrust		\$95,840			\$95,840
Due From Other Funds			\$93,106		\$93,106
Investment - Bank United	\$17,147				\$17,147
Investments - Series 2016:	¥=/)= ··				Ψ=-/=
Reserve A			\$956,288		\$956,288
Revenue A			\$115,700		\$115,700
Construction				\$253	\$253
Investments - Series 2020:				4 233	¥ 200
Reserve A			\$989,553		\$989,553
Cap Interest A			\$94		\$94
Revenue A			\$336,840		\$336,840
Construction				\$990,436	\$990,436
Total Assets	\$406,858	\$95,840	\$2,491,579	\$990,689	\$3,984,966
LIABILITIES:					
Accounts Payable	\$893				\$893
Due to Other Funds	\$93,106				\$93,106
FICA Payable	\$31				\$31
Total Liabilities	\$94,030	\$0	\$0	\$0	\$94,030
FUND BALANCES:					
Restricted for:					
Debt Service			\$2,491,579		\$2,491,579
Impact Fee		\$95,840			\$95,840
Capital Projects				\$990,689	\$990,689
Assigned	\$35,000				\$35,000
Unassigned	\$277,829				\$277,829
Total Fund Balances	\$312,829	\$95,840	\$2,491,579	\$990,689	\$3,890,937
TOTAL LIABILITIES AND FUND BALANCES	\$406,858	\$95,840	\$2,491,579	\$990,689	\$3,984,966

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/21	ACTUAL THRU 11/30/21	VARIANCE
REVENUES:				
Assessments - Tax Collector (1)	¢21.C 440	¢25.000	¢25 c0c	ćo
Assessments - Tax Collector ** Assessments - Off Roll	\$216,449 \$410,940	\$25,606 \$139,720	\$25,606 \$139,720	\$0 \$0
Interest Income	\$410,940 \$0	\$13 <i>9,72</i> 0 \$0	\$13 <i>3</i> ,720 \$4	\$4
TOTAL REVENUES	\$627,389	\$165,326	\$165,330	\$4
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$4,800	\$800	\$200	\$600
FICA Expense	\$367	\$61	\$15	\$46
Engineering	\$15,000	\$2,500	\$470	\$2,030
Dissemination	\$5,000	\$833	\$833	(\$0)
Assessment Roll	\$5,000	\$833	\$5,000	(\$4,167)
Property Appraiser	\$576	\$576	\$600	(\$24)
Arbitrage	\$1,100	\$183	\$0	\$183
Attorney	\$30,000	\$5,000	\$663	\$4,337
Annual Audit	\$6,500	\$1,083	\$0	\$1,083
Trustee Fees	\$9,800	\$4,041	\$4,041	\$0
Management Fees	\$35,000	\$5,833	\$5,833	\$0
Travel & Per Diem	\$250	\$42	\$0	\$42
Telephone	\$100	\$17	\$0	\$17
Postage	\$1,750	\$292	\$161	\$131
Printing & Binding	\$500	\$83	\$18	\$66
Insurance	\$5,409	\$901	\$14,638	(\$13,737)
Legal Advertising	\$2,500	\$417	\$0 \$20	\$417
Other Current Charges	\$450	\$75 \$39	\$80	(\$5)
Contingency Office Supplies	\$235 \$250	\$39 \$42	\$0 \$3	\$39 \$38
Dues, Licenses & Subscriptions	\$230 \$175	\$175	\$175	\$38 \$0
Website Hosting/Compliance	\$1,553	\$259	\$446	(\$188)
TOTAL ADMINISTRATIVE	\$126,314	\$24,085	\$33,176	(\$9,091)
FIELD:				
Aquatic Control	\$21,000	\$3,500	\$1,474	\$2,026
Landscape Maintenance-Pond Areas	\$69,882	\$11,647	\$0	\$11,647
Mitigation Maintenance	\$27,900	\$4,650	\$2,675	\$1,975
Contingency	\$2,982	\$497	\$0	\$497
Landscape Maintenance-Nolte Road	\$200,000	\$33,333	\$12,876	\$20,457
Landscaping Replacements	\$22,000	\$3,667	\$0 \$2.267	\$3,667
Pond Fountain Maintenance	\$5,000 \$6,000	\$833	\$2,367	(\$1,534)
Irrigation Consultant Services	\$6,000	\$1,000 \$4,200	\$0 \$2,250	\$1,000 \$1,950
Irrigation Repairs Pressure Wash Cleaning	\$13,660	\$4,200 \$2,277	\$2,230 \$0	\$2,277
Electricity-Street Lights	\$43,611	\$7,269	\$0 \$0	\$7,269
Water-Irrigation	\$63,840	\$10,640	\$0	\$10,640
TOTAL FIELD	\$501,075	\$83,513	\$21,642	\$61,870
TOTAL EXPENDITURES	\$627,389	\$107,598	\$54,819	\$52,779
Excess (deficiency) of revenues				
over (under) expenditures	\$0	\$57,728	\$110,511	\$52,783
Net change in fund balance	\$0	\$57,728	\$110,511	\$52,783
FUND BALANCE - Beginning	\$0		\$202,318	
FUND BALANCE - Ending	\$0		\$312,829	

 $^{^{\}left(1\right) }$ Represents gross amount collected.

COMMUNITY DEVELOPMENT DISTRICT IMPACT FEE FUND

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/21	ACTUAL THRU 11/30/21	VARIANCE
REVENUES:				
Interest Income Impact Fees	\$0 \$0	\$0 \$0	\$0 \$76,672	\$0 \$76,672
TOTAL REVENUES	\$0	\$0	\$76,672	\$76,672
EXPENDITURES:				
Stormwater	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
Excess (deficiency) of revenues over (under) expenditures	<u> </u>	\$0	\$76,672	\$76,672
Net change in fund balance	\$0	\$0	\$76,672	\$76,672
FUND BALANCE - Beginning	\$0		\$19,168	
FUND BALANCE - Ending	\$0		\$95,840	

COMMUNITY DEVELOPMENT DISTRICT SERIES 2016 DEBT SERVICE FUND

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/21	ACTUAL THRU 11/30/21	VARIANCE
REVENUES:				
Interest Income	\$0	\$0	\$11	\$11
Assessments - On Roll	\$725,962	\$85,882	\$85,882	\$0
Assessments - Direct	\$230,864	\$78,494	\$78,494	\$0
TOTAL REVENUES	\$956,826	\$164,376	\$164,387	\$11
EXPENDITURES:				
<u>Series 2016</u>				
Interest - 11/1	\$330,938	\$330,938	\$330,938	\$0
Interest - 05/1	\$330,938	\$0	\$0	\$0
Principal - 05/01	\$300,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$961,875	\$330,938	\$330,938	\$0
Excess (deficiency) of revenues				
over (under) expenditures	(\$5,049)	(\$166,562)	(\$166,550)	\$11
Net change in fund balance	(\$5,049)	(\$166,562)	(\$166,550)	\$11
FUND BALANCE - Beginning	\$370,036		\$1,331,643	
FUND BALANCE - Ending	\$364,987		\$1,165,093	

COMMUNITY DEVELOPMENT DISTRICT SERIES 2020 DEBT SERVICE FUND

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/21	ACTUAL THRU 11/30/21	VARIANCE
REVENUES:				
Interest Income	\$75	\$13	\$14	\$2
Assessments - Direct	\$989,938	\$336,448	\$336,448	\$0
Assessments - Discounts	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$990,013	\$336,461	\$336,462	\$2
EXPENDITURES:				
<u>Series 2020</u>				
Interest - 11/1	\$353,722	\$353,722	\$353,722	(\$0)
Interest - 05/1	\$353,722	\$0	\$0	\$0
Principal - 05/01	\$285,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$992,444	\$353,722	\$353,722	(\$0)
Excess (deficiency) of revenues				
over (under) expenditures	(\$2,431)	(\$17,261)	(\$17,259)	\$2
OTHER FINANCING SOURCES/(USES)				
Interfund Transfer In/(Out)	\$500	\$83	\$16	(\$67)
TOTAL OTHER FINANCING SOURCES/(USES)	\$500	\$83	\$16	(\$67)
Net change in fund balance	(\$1,931)	(\$17,178)	(\$17,243)	(\$65)
FUND BALANCE - Beginning	\$354,108		\$1,343,730	
FUND BALANCE - Ending	\$352,177		\$1,326,487	

COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/21	ACTUAL THRU 11/30/21	VARIANCE
REVENUES:				
Interest Income	\$0	\$0	\$0	\$0
Developer Contributions	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
Excess (deficiency) of revenues				
over (under) expenditures	<u>\$0</u>	<u> </u>	<u> </u>	<u>\$0</u>
Net change in fund balance	<u>\$0</u>	\$0	<u>\$0</u>	\$0
FUND BALANCE - Beginning	\$0		\$253	
FUND BALANCE - Ending	\$0		\$253	

COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND

	ADOPTED	PRORATED BUDGET	ACTUAL	
DESCRIPTION	BUDGET	THRU 11/30/21	THRU 11/30/21	VARIANCE
REVENUES:				
Interest Income	\$0	\$0	\$16	\$16
Developer Contributions	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$16	\$16
EXPENDITURES:				
Capital Outlay	\$0	\$0	\$21,543	(\$21,543)
Cost of Issuance	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$21,543	(\$21,543)
Excess (deficiency) of revenues				
over (under) expenditures	\$0	\$0	(\$21,527)	(\$21,527)
OTHER FINANCING SOURCES/(USES)				
Interfund Transfer In / (Out)	\$0	\$0	(\$16)	(\$16)
TOTAL OTHER FINANCING SOURCES/(L	\$0	\$0	(\$16)	(\$16)
Net change in fund balance	\$0	\$0	(\$21,543)	(\$21,543)
FUND BALANCE - Beginning	\$0		\$1,011,979	
FUND BALANCE - Ending	\$0		\$990,436	

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2020

issal Van- 2021	Requisition #	Contractor	Description	Requisition
Fiscal Year 2021 10/30/20	1	NARCOOSSEE LAND VENTURES. LLC	ACQUISITION COSTS	\$ 1,896,992.
12/1/20	2	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1895901	\$ 4,735.
12/1/20	3	HOPPING GREEN & SAMS	LEGAL FEES-INV#118103	\$ 1,350.
12/1/20	4	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1885506	\$ 4,765.
12/1/20	5	DBL SURETY, LLC	PERFORMANCE BONDS	\$ 123,316.
12/8/20	6	NARCOOSSEE LAND VENTURES, LLC	ACQUISITION COSTS-NORTHWEST LAKESIDE GROVES PHASE 2 UTILITY AND ELECTRICAL IMPROVEMENTS	\$ 811,140.
12/9/20	7	HOPPING GREEN & SAMS	LEGAL FEES	\$ 1,647.
12/9/20	8	DEWBERRY ENGINEERS INC.	ENGINEERING FEES	\$ 7,482.
12/10/20	9	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #1 - SPINE ROAD IMPROVEMENTS	\$ 80,162.
12/24/20	10	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #2 - SPINE ROAD IMPROVEMENTS	\$ 28,203.
12/24/20	11	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1906348	\$ 5,899.
12/24/20	12	EGIS INSURANCE ADVISORS, LLC	INSURANCE ON STORED CONSTRUCTION MATERIALS	\$ 7,065.
1/26/21	13	LIVE OAK LAKE CDD	COST OF ISSUANCE INVOICES DUE BACK TO GENERAL FUND FROM ADVANCE PAYMENT	\$ 22,865.
1/26/21	14	NARCOOSSEE LAND VENTURES, LLC	TWIN LAKES SPINE ROAD	\$ 817,767.
2/23/21	15	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1916511	\$ 10,670.
2/23/21	16	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #3 - SPINE ROAD IMPROVEMENTS	\$ 865,656.
2/23/21	17	HOPPING GREEN & SAMS	LEGAL FEES INV#119475	\$ 7,084.
2/23/21	18 19	HOPPING GREEN & SAMS ARMOROCK LLC	LEGAL FEES INV#119912 DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 3,195. \$ 38.664.
2/18/21		DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	
2/18/20	20			\$ 90,430.
2/18/21 3/15/21	21 22	FORTLINE WATERWORKS ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 381,928. \$ 83,147.
3/15/21	23	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 83,147.
3/15/21	23	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 10,729.
3/15/21	25	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 25,782.
3/15/21	26	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 25,762.
3/15/21	27	HOPPING GREEN & SAMS	LEGAL FEES INV#120455	\$ 2,740.
3/15/21	28	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#1926625	\$ 5,145.
3/15/21	29	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #4 - SPINE ROAD IMPROVEMENTS	\$ 973,889.
3/29/21	30	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 28,871.
3/29/21	31	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 44,824.
3/29/21	32	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 23,840.
3/29/21	33	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 32,093.
3/29/21	34	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 5,966.
3/29/21	35	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 35,197.
3/29/21	36	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 108,366.
3/29/21	37	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1937240	\$ 5,470.
4/26/21	38	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #5 - SPINE ROAD IMPROVEMENTS	\$ 1,332,630.
4/26/21	39	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 2,692.
4/26/21	40	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 11,298.
4/26/21	41	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 95,197.
4/26/21	42	HOPPING GREEN & SAMS	LEGAL FEES INV#121209	\$ 81.
5/14/21	43	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 2,392.
5/14/21	44	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 98,679.
5/14/21	45	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #6 - SPINE ROAD IMPROVEMENTS	\$ 625,015.
5/14/21	46	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 2,692.
5/14/21	47	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 5,469.
5/14/21	48	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 8,975.
5/14/21	49	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 3,517.
6/2/21	50 51	NARCOOSSEE LAND VENTURES, LLC DEWBERRY ENGINEERS INC.	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD ENGINEERING FEES-INV#1948237	\$ 101,712. \$ 8,747.
6/2/21 6/2/21	52	HOPPING GREEN & SAMS	LEGAL FEES INV#122248	\$ 8,747.
6/2/21	53	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 6,283.
6/3/21	54	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #7 - SPINE ROAD IMPROVEMENTS	\$ 1,034,545.
6/3/21	55	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #8 - SPINE ROAD IMPROVEMENTS	\$ 274,450.
6/3/21	56	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1959766	\$ 10,417.
9/16/21	57	HOPPING GREEN & SAMS	LEGAL FEES INV#123274	\$ 945.
VOID	58	DRIGGERS ENGINEERING SERVICES	VOID	\$ -
9/16/21	59	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1971464	\$ 922.
7/12/21	60	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #9 - SPINE ROAD IMPROVEMENTS	\$ 1,046,720.
7/29/21	61	FORTLINE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 3,799.
7/29/21	62	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #10 - SPINE ROAD IMPROVEMENTS	\$ 352,999.
7/29/21	63	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1984730	\$ 5,162.
9/16/21	64	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #11 - SPINE ROAD IMPROVEMENTS	\$ 894,632.
9/16/21	65	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#1998609	\$ 4,525.
10/29/21	66	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #12 - SPINE ROAD IMPROVEMENTS	\$ 319,632.
10/29/21	67	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2011769	\$ 5,399.
10/29/21	68	HOPPING GREEN & SAMS	LEGAL FEES INV#124227,124966,125078	\$ 7,178.
10/29/21	69	NARCOOSSEE LAND VENTURES, LLC	TWIN LAKES SPINE ROAD COSTS	\$ 42,691.
10/29/21	70	HOPPING GREEN & SAMS	LEGAL FEES INV#125556	\$ 762.
10/29/21	71	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2024742	\$ 5,033.
12/10/21	72	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #13 (REVISED) - SPINE ROAD IMPROVEMENTS	\$ 93,072.
11/29/21	73	DBL SURETY LLC	SURETY BOND	\$ 21,543.
11/29/21	74	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #14 - SPINE ROAD IMPROVEMENTS	\$ 18,057.
11/29/21	75	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #15 - SPINE ROAD IMPROVEMENTS	\$ 151,655.
	76	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2037986	\$ 14,417.
12/14/21				
12/14/21 12/14/21	77	HOPPING GREEN & SAMS	LEGAL FEES INV#126109	\$ 798.

Project (Construction) Fund at 11/30/2020 \$ 14,021,149.14

Transfer from Cost of Issuance Account \$ 3,647.78

Requisitions Paid thru 11/30/2021 \$ (13,312,374.52)

OUTSTANDING REQUISITIONS \$ 278,000.87

Remaining Project (Construction) Fund \$ 990,423.27