

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

***Meeting Agenda
November 2, 2022***

AGENDA

Live Oak Lake

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

October 26, 2022

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, November 2, 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 tadams@gmscfl.com, or by telephone by calling **(407) 841-5524**, up until **2:00 PM** on **Tuesday, November 1, 2022.**

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

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

Meeting ID: 992 0000 1236

Landowner's Election

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purpose of Conducting Landowners' Meeting
4. Nominations for the Positions of Supervisor for Seat 3
5. Casting of Ballots
6. Tabulation of Ballots and Announcement Results
7. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Notification of Letter of Resignation of Supervisor from Seat 5
 - B. Administration of Oath of Office for Supervisor Elected to Seat 3
 - C. Consideration of Resolution 2023-01 Canvassing and Certifying Results of the LO Election
 - D. Consideration of Resolution 2023-02 Electing Officers
4. Approval of Minutes of the September 7, 2022, Board of Supervisors Meeting

5. Presentation of Arbitrage Calculation Report
6. Consideration of Engagement Letter for Arbitrage Services- LLS Tax Solutions Inc.
7. Ratification of Landscape and Maintenance Agreement with Juniper Landscaping
8. Consideration of Resolution 2023-03 Authorizing the Use of Electronic Document Signatures
9. Ratification of Developer Deficit Funding Agreement
10. Approval of Fountain Maintenance Agreement with SOLitude
11. Appointment of Audit Committee
12. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Presentation of Pond Maintenance Service Contract with SOLitude
 - ii. Consideration of Proposal of Restocking with GMS
 - iii. Consideration of Proposal of Sable Palm Replacement on Nolte Road- Juniper Landscaping
 - iv. Consideration of Proposal of Japanese Blueberry Removal and Palm Replacement- Juniper Landscaping
 - v.
 - D. District Manager's Report
 - i. Review of Insurance Property Schedule
 - ii. Check Run Summary
 - iii. Combined Balance Sheet
13. Other Business
14. Supervisors Requests and Audience Comments
15. Adjournment

Audit Committee Meeting


1. Roll Call
2. Public Comment Period
3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

Landowners' Meeting

Board of Supervisors Meeting

SECTION III

SECTION A

From: Kimberly Locher kimberly@readercommunities.com 
Subject: RE: Resignation - LOL Seat 5
Date: October 27, 2022 at 2:13 PM
To: Jillian Burns jburns@gmscfl.com
Cc: Brittany Brookes bbrookes@gmscfl.com, Tricia Adams tadams@gmscfl.com

KL

Hi Jillian,
Please let this email serve as notification of my desire to resign from Seat 5 of the Live Oak Lake CDD Board, effective immediately.
Let me know if you have any questions.
Thank you!



KIMBERLY LOCHER

O: 407.856.4899 C: 407.341.3137
kimberly@readercommunities.com

SECTION B

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Live Oak Lake Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

SECTION C

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER'S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting, the Minutes of which are attached hereto as **Exhibit A**, was held on November 2, 2022, immediately prior to the meeting of the District's Board of Supervisors, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

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

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____ Seat 3 Votes _____

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following terms of office:

_____ 4 Year Term

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of November 2022.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Minutes of Landowner Meeting and Election

SECTION D

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____

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

PASSED AND ADOPTED this 2nd day of November 2022.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

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

The regular meeting of the Board of Supervisors of the Live Oak Lake Community Development District was held on Wednesday, **September 7, 2022** at 2:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present and constituting a quorum:

Scott Stearns *via Zoom*
Andrea Stevens
Kimberly Locher
Lee Moore

Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Sarah Sandy *via Zoom*
Nicole Stalder
Tricia Adams
Jarrett Wright
Clayton Smith
Ned Bowman

District Manager/GMS
District Counsel, Kutak Rock
District Engineer, Dewberry
GMS
Assistant Field Services Manager, GMS
Field Operations Manager, GMS
Elected as Supervisor

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order. Three Supervisors were present in person constituting a quorum, and one Supervisor participated via Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns opened up the public comment period. No members of the public made a comment during this time.

THIRD ORDER OF BUSINESS**Organizational Matters****A. Appointment of Individual to Fulfill Board Vacancy**

Ms. Burns stated that Jose Rios resigned from the Board, which left a vacant seat. She noted that the Board previously decided to leave that seat vacant. She asked the Board if they wanted to leave it vacant or if they wanted to nominate someone to fill the seat. The Board decided to leave the seat vacant at this time. This item was tabled until the next meeting, the next item followed.

B. Administration of Oath of Office to Newly Appointed Supervisor**C. Consideration of Resolution 2022-04 Electing Officers**

Items B and C were tabled to a future agenda.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the June 1, 2022
Board of Supervisors Meeting**

Ms. Burns presented the June 1, 2022 Board meeting minutes and asked if there were any comments or corrections. Hearing none, she asked for a motion to approve.

On MOTION by Mr. Moore, seconded by Ms. Locher, with all in favor, the Minutes of the June 1, 2022, Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS**Review and Ranking of Proposals Received
for Landscaping Services****A. Brightview****B. Duval****C. Juniper****D. Yellow Bird Outdoor****E. Yellowstone**

Ms. Burns stated that they had put out an RFP and received five proposals back. She turned the presentation over to Mr. Smith to review the proposals with the Board. Mr. Smith reviewed all of the proposers that bid for landscaping services. He noted that overall, all the bids came back good. He stated that all the proposals information was outlined in the agenda package for review. He noted that some of the main things about Brightview was that they didn't adequately list the personnel that they were going to specifically use on site. He stated that most of the other proposals had exactly how many people would be on site. He stated that Duval was the lowest bidder, but

there was some question as to the reasonableness of the price as it was almost \$30,000 lower than the others. He also noted that they had concerns about the personnel that they listed. Mr. Smith stated that Juniper understood the scope of the community, they understood working with the irrigation consultant, they historically delivered on items when requested, their numbers were reasonable, and they had great personnel and direct site experience. He stated that they liked Yellow Bird Outdoor because they had personnel nearby, but what they listed to serve the community with was a little light and they were a fairly new company. He stated that Yellowstone was the highest bidder. He noted that while Yellowstone had a lot of experience with CDDs, they also had experiences a lot of performance issues lately and lost several CDD contracts. He noted that the pricing was based on a five-year average. Discussion by the Board ensued with Ms. Smith answering various questions and providing his recommendations. After discussion, the Board ranked the proposers as Juniper #1 with ___ points, Duval #2 with ___ points, Yellow Bird Outdoor #3 with ___ points, Brightview #4 with ___ points, and Yellowstone #5 with ___ points.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, Approved the Ranking of the proposers as Juniper #1 with ___ points, Duval #2 with ___ points, Yellow Bird Outdoor #3 with ___ points, Brightview #4 with ___ points, and Yellowstone #5 with ___ points and Authorized the Staff to Negotiate a Contract with the First Ranking Proposer, was approved.

Ms. Burns stated that she would send out a notice of intent to award to all the proposers and she would reach out to Juniper with a contract to get that in place. Mr. Stearns asked if the scope would be effective on October 1st. Ms. Burns responded that was correct and she added that their current contract expired at the end of September. Mr. Stearns asked if they had provided an allowance for the three new stormwater ponds that would come online mid-year in Phase 7A and Phase 4A. Mr. Smith responded that he didn't know specifically. Mr. Stearns stated that he wanted to make sure that they had an allowance because three quarters of the year would be an additional scope. Ms. Burns responded that the essential services for Juniper was \$228,000 and then the extra services were \$35,000. She noted that they had about \$75,000 in the landscape replacement, which would mean that they had extra in the budget that would have allowed for the Board to select one of the higher bidders. She noted that they did increase this line item, so if they have extra ponds that they need to add to that contract, there was room in the budget to add those. Mr. Stearns asked

if the field manager could go ahead and initiate that process because the ponds were built, but they were not turned over. He added that they were done enough that people could go out in the field to see and provide pricing from the selected vendor in which they could react when it does come online for the CDD to maintain. He gave an estimated time of January or February. He noted that it was two ponds in Phase 7A and 1 pond in Phase 4A. Ms. Burns responded that they would talk to Juniper about getting a quote for those three ponds, if they confirm that it was not included in the scope that was already there.

SIXTH ORDER OF BUSINESS**Public Hearings****A. Consideration of Resolution 2022-11 Ratifying the Change in Budget Hearing and Assessment Hearing Date**

Ms. Burns stated that this was previously set for the meeting last month, but they had no quorum, so they had to go ahead and move this meeting. She noted that this hearing was advertised and a mailed notice was sent to the unplatted lands as well. She presented Resolution 2022-11 stating that it ratified the change in the hearing date. She asked if anyone had any questions. Hearing none,

On MOTION by Mr. Moore, seconded by Ms. Locher, with all in favor, Resolution 2022-11 Ratifying the Change in Budget Hearing and Assessment Hearing Date, was approved.

B. Public Hearing on the Fiscal Year 2023 Budget

Ms. Burns stated that this was the public hearing on the adoption of the Fiscal Year 2023 budget.

On MOTION by Mr. Moore, seconded by Ms. Stevens, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns stated that this was substantially the same from what the Board saw previously. She noted that there had not been a lot of changes since the Board approved the preliminary budget. She stated that they did increase the landscape maintenance after they got the landscape proposals. She noted that they lowered the landscape improvement to allocate for some additional maintenance services based on the bids that they got. She stated that the actuals had been updated

as well. She noted that the version of the agenda that was originally sent out contained a couple of errors on the debt service budget which were changed. She explained that with the O&M budget there were not a lot of changes. She explained that the per lot assessment for all the residential platted lots were to stay the same. She stated that they were not proposing an increase to any of the platted lots. She stated a portion of the carry-forward surplus would be used to fund the budget, as well as a deficient funding agreement with the Developer for up to the amount shown in the budget

i. Public Comment

Ms. Burns opened the public comment period. No members of the public made a comment during this time.

On MOTION by Mr. Moore, seconded by Ms. Stevens, with all in favor, Closing the Public Hearing, was approved.

ii. Consideration of Resolution 2022-09 Adopting the Fiscal Year 2023 Budget and Relating to the Annual Appropriations

Ms. Burns stated that the budget was attached for review. She stated that this was updated today and the changes from the version that was sent out last week had a couple of errors in the debt service budget that were corrected. She noted that there were no changes to the operations and maintenance. She asked if there were any questions or changes. Hearing none,

On MOTION by Mr. Moore, seconded by Ms. Stevens, with all in favor, Resolution 2022-009 Adopting the Fiscal Year 2023 Budget and Relating to the Annual Appropriations, was approved.

C. Public Hearing on Fiscal Year 2023 O&M Assessments

Ms. Burns stated that this was a separate public hearing.

On MOTION by Ms. Stevens, seconded by Mr. Moore, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns stated that this hearing was conducted in order to hear public comment regarding the District imposing O&M assessments for collection based on the budget that the Board just adopted. She stated as par of the resolution the District would also certify for collection the debt

assessments that had been previously levied. She noted again that assessments were not increasing on any of the platted lots. Ms. Sandy stated the unplatted lands assessments were based on an allocation of only the administrative costs in the budget.

i. Public Comment

Ms. Burns opened the public comment period. No members of the public made a comment during this time.

On MOTION by Ms. Stevens, seconded by Mr. Moore, with all in favor, Closing the Public Hearing, was approved.

ii. Consideration of Resolution 2022-10 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated that this resolution and the assessment roll were included in the agenda package for review. She asked if anyone had any questions or comments. Hearing none,

On MOTION by Mr. Moore, seconded by Ms. Stevens, with all in favor, Resolution 2022-10 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Developer Deficit Funding Agreement

Ms. Burns stated that there was a line item in the budget just approved for deficit funding if needed. She stated that the developer wanted to keep the assessments the same to the extent that they would need additional funds in order to operate this year and this funding agreement would come into place. Ms. Sandy stated that she had sent to the developer's counsel for review. She stated since she had not received any comments yet, she asked for the Board to approve this in substantial form. She noted that there was an updated version that should be in the version of the agenda that they currently had. She stated that it capped the developer contribution at \$84,552, which is the amount that was reflected in the budget that the Board just approved. She stated that it was not an unlimited amount but was up to a certain amount based on the budget that they currently had. She added that it would only be requested to the extent needed and used by the District.

On MOTION by Mr. Moore, seconded by Ms. Locher, with all in favor, the Developer Deficit Funding Agreement for FY 2022-2023 was approved in substantial form.

EIGHTH ORDER OF BUSINESS**Consideration of Termination of Temporary Construction Easement**

Ms. Sandy stated that they originally had this temporary construction easement in order to do the Spine Road work that the District completed recently. She noted that in preparing the plats, the developer counsel asked that they remove this temporary construction easement since it was no longer in use. She noted that it helped in clearing up the title when recording the plat. She stated that the document in the agenda was the actual temporary construction easement. She stated that she had not had a chance to prepare the termination yet but would ask for the Board's approval for District Counsel to prepare a termination of this temporary construction easement.

On MOTION by Ms. Stevens, seconded by Mr. Moore, with all in favor, District Counsel preparing a Termination of the Temporary Construction Easement, was approved.

NINTH ORDER OF BUSINESS**Ratification of Termination of HOA Field Management Services**

Ms. Burns stated that previously the District had an agreement in place with the HOA to provide field services. She noted that the CDD was now contracted with GMS to provide field services. She stated that they approved the new contract with GMS, but didn't approve the termination of the HOA, so they sent them a notice for their records.

On MOTION by Mr. Moore, seconded by Ms. Stevens, with all in favor, Terminating HOA Field Management Services, was ratified.

TENTH ORDER OF BUSINESS**Ratification of Work Authorization for FY 2022-2023 District Engineering Services with Dewberry**

Ms. Burns stated that this was based on their hourly rate and that they just did an annual renewal.

On MOTION by Ms. Locher, seconded by Ms. Stevens, with all in favor, Work Authorization for FY 2022-2023 District Engineering Services with Dewberry, was ratified.

ELEVENTH ORDER OF BUSINESS**Review and Acceptance of Stormwater Needs Analysis Report**

Ms. Burns noted that this was a required report that needed to be sent to the county. She noted that it was sent the county by June 30th. She noted that a copy of the report was included in the agenda package for the Board to review.

On MOTION by Ms. Locher, seconded by Mr. Moore, with all in favor, Accepting of Stormwater Needs Analysis Report, was approved.

TWELFTH ORDER OF BUSINESS**Consideration of Interlocal Agreement with Osceola County – ADDED**

Ms. Sandy stated that this was a new requirement of the county anytime that they establish a CDD or if there was a boundary amendment. At the time that Live Oak Lake was established, the county did not require this. She explained that the County had asked, with the boundary amendments that they had pending before them, that the CDD and County enter into an Interlocal Agreement at this time. She stated that it largely reiterates a lot of the items that they already do and were already required by statute to do. She further explained that these were things like disclosure of public financing, notice of special assessment liens, the notice of establishment, etc. She stated that in order to move forward with the boundary amendment, the county would like to know that they had already approved this. She noted that if they approve the boundary amendment, they could also approve the Interlocal Agreement at that time and get it executed. She stated that she would be happy to answer any questions. Hearing None,

On MOTION by Ms. Locher, seconded by Mr. Moore, with all in favor, the Interlocal Agreement with Osceola County, was approved.

THIRTEENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Sandy had nothing further to report to the Board.

B. Engineer

Ms. Stalder stated she had nothing further to report to the Board.

C. Field Manager's Report

Mr. Smith reviewed the field manager's report starting with the completed items. He discussed the planter pots stating that there were 16 planter pots that were discovered to be empty for a while, but now they have planted new plants in them. He noted that they would monitor the plants. He stated that the initial palm tree injections had been completed. He explained that their goal was to do this quarterly to ensure the effectiveness. He discussed the in-progress items starting with the irrigation head lift in which all the buried irrigation heads would be lifted to the proper levels the week of September 5th. The next in-progress item was landscaping. He explained that they were in the process of getting some quotes to remove and replace the blueberry trees that were damaged by wildlife. He addressed the weeds that were in the mulch beds and along the pond banks due to the changing water levels. He also addressed that they were going to replace the dead sod in the median with mulch or river rock. He discussed that the bushhogging around the pond and drainage canal had begun and once it was complete, the area would be mowed on a weekly basis and charged per mow until the new contract was in place. He reviewed the upcoming items starting with the sabal palm replacement in which they were gathering proposals to remove and replace dead sabal palm trees. He reviewed the street sign that was leaning near the roundabout. He noted that they were scheduling a maintenance crew for the repairs. He reviewed over the side item for the pond bank erosion. He noted that the swale in the lots grading had caused a washout on the pond bank.

i. Consideration of Quote for Conservation Area Pine Tree Removal

Mr. Smith discussed his plan with the Board which was to cut and leave the dead pine trees on the ground in the conservation area. He also suggested to only cut the trees that were closest to the residences and fence and then let the rest of the trees fall because it was expensive. He stated that his recommendation was to accept the quote as NTE \$7,500 for 30 trees, which would not include the new planting of the trees.

On MOTION by Ms. Stevens, seconded by Mr. Moore, with all in favor, Authorizing Work for Conservation Area Pine Tree Removal NTE \$7,500, was approved.

ii. Consideration of Quote to Renew Fountain Maintenance

Mr. Smith discussed the quote to renew the fountain maintenance with the Board. He stated that the annual contract price would be \$3,200 in which SOLitude would send an invoice for \$800 per quarter.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, Accepting the SOLitude Proposal to Renew Fountain Maintenance, was approved.

D. District Manager's Report

Ms. Burns stated that there was going to be some transitions for a couple of the Districts. She introduced Ms. Tricia Adams stating that they were going to transition this District over Ms. Tricia Adams and start that process.

i. Check Run Summary

Ms. Burns noted that the check run summary was included in the agenda package.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Check Run Summary, 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.

iii. Approval of Fiscal Year 2023 Meeting Schedule

Ms. Burns stated that the schedule that was in the agenda package was the same schedule as it is currently.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Fiscal Year 2023 Meeting Schedule, was approved.

FOURTEENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

**FIFTEENTH ORDER OF BUSINESS Supervisors Requests and Audience
Comments**

Ms. Burns asked if there were any comments for anything that was not on the agenda. Mr. Gary Clark from the Zoom line proposed that they move the meetings for next year from the Osceola County Library in Kissimmee to the Osceola County Library in St. Cloud because it was much closer to the Twin Lakes community. Ms. Melonie asked if five fountains were under warranty, what was the quote for. Ms. Burns responded that it was regular fountain maintenance on all the fountains in the ponds. She explained further that if they maintained them, the fountains would last a lot longer. She noted that it was pretty standard to have a maintenance program to check the filters and inspect them regularly.

SIXTEENTH ORDER OF BUSINESS Adjournment

The meeting was adjourned.

On MOTION by Ms. Locher, seconded by Ms. Stevens, with all in favor, the meeting was adjourned at 3:15.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

September 8, 2022

Ms. Samantha Hoxie
Live Oak Lake Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, Florida 32801

\$15,550,000
Live Oak Lake Community Development District
Capital Improvement Revenue Bonds, Series 2016
("Bonds")

Dear Ms. Hoxie:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended August 17, 2022 ("Computation Period"). This report indicates that there is no cumulative rebatable arbitrage liability as of August 17, 2022.

The next annual arbitrage rebate calculation date is August 17, 2023. We have provided an engagement letter for the next Computation Period for you to sign and return. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott

Linda L. Scott, CPA

cc: Ms. Scott Schuhle, US Bank

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

*\$15,550,000 Live Oak Lake Community Development
District Capital Improvement Revenue Bonds, Series
2016*

For the period ended August 17, 2022



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

September 8, 2022

Live Oak Lake Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, Florida 32801

Re: \$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016 ("Bonds")

Live Oak Lake Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended August 17, 2022 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebatale Arbitrage for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebatale Arbitrage of \$(659,134.16) at August 17, 2022. As such, no amount must be on deposit in the Rebate Fund nor remitted to the United States Government.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of 4.6477%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebatale Arbitrage for the Bonds for the Computation Period based on the information provided to us. The Rebatale Arbitrage has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"). We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Live Oak Lake Community Development District
September 8, 2022
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016
For the period ended August 17, 2022

NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is August 18, 2016.
2. The end of the first Bond Year for the Bonds is August 17, 2017.
3. Computations of yield are based upon a 31-day month, a 360-day year and semiannual compounding.
4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) the Code are shown in the attached schedule
5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebatale Arbitrage for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebatale Arbitrage for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
7. Ninety percent (90%) of the Rebatale Arbitrage as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebatale Arbitrage as of the Next Computation Date will not be the Rebatale Arbitrage reflected herein but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebatale Arbitrage computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Live Oak Lake Community Development District

September 8, 2022

\$15,550,000 Capital Improvement Revenue Bonds, Series 2016

For the period ended August 17, 2022

NOTES AND ASSUMPTIONS (cont'd)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the “present value” method of valuation that is described in the Regulations.
10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a “bona fide debt service fund” for public purpose bonds issued after November 10, 1988 is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
11. The Series 2016 Bonds were issued in an aggregate principal amount of \$15,550,000 for the purpose of: (i) financing the cost of acquiring, constructing and equipping assessable improvements; (ii) paying certain costs associated with the issuance of the Series 2016 Bonds; (iii) making a deposit into the Series 2016 Reserve Account for the benefit of all of the Series 2016 Bonds; and (iv) paying a portion of the interest to become due on the Series 2016 Bonds.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Live Oak Lake Community Development District

September 8, 2022

\$15,550,000 Capital Improvement Revenue Bonds, Series 2016

For the period ended August 17, 2022

DEFINITIONS

1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebtable Arbitrage on certain prescribed dates.
5. *Rebtable Arbitrage*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

**SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND
DESCRIPTION OF SCHEDULE**

Live Oak Lake Community Development District
September 8, 2022
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016
For the period ended August 17, 2022

SOURCE INFORMATION

Bonds

Source

Closing Date

Certificate as to Arbitrage

Bond Yield

Form 8038G

Investments

Source

Principal and Interest Receipt Amounts
and Dates

Trust Statements

Investment Dates and Purchase Prices

Trust Statements

**SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND
DESCRIPTION OF SCHEDULE**

Live Oak Lake Community Development District
September 8, 2022
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016
For the period ended August 17, 2022

DESCRIPTION OF SCHEDULE

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebatale Arbitrage.

\$15,550,000 LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016

SCHEDULE 1 - REBATABLE ARBITRAGE CALCULATION

8 / 18 / 2016 ISSUE DATE
8 / 18 / 2021 BEGINNING OF COMPUTATION PERIOD
8 / 17 / 2022 COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 4.6477%	ALLOWABLE EARNINGS
8 / 18 / 2021	BEGINNING BALANCE		0.00	252.84	264.69	11.85
8 / 17 / 2022	ACQUISITION/CONSTRUCTION FUND		0.00	0.00	0.00	0.00
		252.84	0.00	252.84	264.69	11.85
8 / 18 / 2021	BEGINNING BALANCE		0.00	956,287.50	1,001,121.52	44,834.02
9 / 1 / 2021	RESERVE FUND		4.11	0.00	0.00	0.00
9 / 2 / 2021	RESERVE FUND		0.00	(4.11)	(4.30)	(0.19)
10 / 1 / 2021	RESERVE FUND		3.98	0.00	0.00	0.00
10 / 4 / 2021	RESERVE FUND		0.00	(3.98)	(4.14)	(0.16)
11 / 1 / 2021	RESERVE FUND		4.12	0.00	0.00	0.00
11 / 2 / 2021	RESERVE FUND		0.00	(4.12)	(4.27)	(0.15)
12 / 1 / 2021	RESERVE FUND		3.98	0.00	0.00	0.00
12 / 2 / 2021	RESERVE FUND		0.00	(3.98)	(4.11)	(0.13)
1 / 3 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
1 / 4 / 2022	RESERVE FUND		0.00	(4.12)	(4.24)	(0.12)
2 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
2 / 2 / 2022	RESERVE FUND		0.00	(4.12)	(4.22)	(0.10)
3 / 1 / 2022	RESERVE FUND		3.72	0.00	0.00	0.00
3 / 2 / 2022	RESERVE FUND		0.00	(3.72)	(3.80)	(0.08)
4 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
4 / 4 / 2022	RESERVE FUND		0.00	(4.12)	(4.19)	(0.07)
5 / 2 / 2022	RESERVE FUND		3.98	0.00	0.00	0.00
5 / 3 / 2022	RESERVE FUND		0.00	(3.98)	(4.03)	(0.05)
6 / 1 / 2022	RESERVE FUND		4.11	0.00	0.00	0.00
6 / 2 / 2022	RESERVE FUND		0.00	(4.11)	(4.15)	(0.04)
7 / 1 / 2022	RESERVE FUND		3.98	0.00	0.00	0.00
7 / 5 / 2022	RESERVE FUND		0.00	(3.98)	(4.00)	(0.02)
8 / 1 / 2022	RESERVE FUND		4.12	0.00	0.00	0.00
8 / 2 / 2022	RESERVE FUND		0.00	(4.12)	(4.13)	(0.01)
		956,287.50	48.46	956,239.04	1,001,071.94	44,832.90
		956,540.34	48.46	956,491.88	1,001,336.63	44,844.75
	ACTUAL EARNINGS		48.46			
	ALLOWABLE EARNINGS		44,844.75			
	REBATABLE ARBITRAGE		(44,796.29)			
	FUTURE VALUE OF 8/17/2021 CUMULATIVE REBATABLE ARBITRAGE		(612,507.87)			
	COMPUTATION DATE CREDIT		(1,830.00)			
	CUMULATIVE REBATABLE ARBITRAGE		(659,134.16)			

SECTION VI



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

September 8, 2022

Live Oak Lake Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, Florida 32801

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Live Oak Lake Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$15,550,000 Live Oak Lake Community Development District Capital Improvement Revenue Bonds, Series 2016

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the bond year ending August 17, 2023, is \$550, which includes reasonable out-of-pocket expenses. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Live Oak Lake Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

SECTION VII

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2022, 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, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

JUNIPER LANDSCAPING OF FLORIDA, LLC, a Florida limited liability company, with an address of 285 East Oak Ridge Road, Orlando, Florida 32809 (“**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and incorporated herein by this reference. Should any work and/or services be required which

are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from October 1, 2022, to September 30, 2023 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed **Two Hundred Sixty-Three Thousand One Hundred Thirty-Five Dollars and Twelve Cents (\$263,135.12)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. *TERMINATION.* The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, 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. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, 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. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. *INSURANCE.*

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, 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 A-VII. The procuring of required policies of insurance shall

not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall

be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the 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, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of

damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

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

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

C. *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.

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. *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.

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

G. *Agreement.* This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits

attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Juniper Landscaping of Florida, LLC
285 East Oak Ridge Road
Orlando, Florida 32809
Attn: Mark Bradley

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

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

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

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

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

N. 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.

O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor 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.

P. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Q. 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 Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor.

The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

S. *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*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Secretary

☐ Assistant Secretary

By: _____

☐ Chairperson

☐ Vice Chairperson

WITNESS:

**JUNIPER LANDSCAPING OF
FLORIDA, LLC**

By: _____

Its: _____

By: _____

Its: _____

- Exhibit A:** Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services

Live Oak Lake CDD LANDSCAPE SCOPE OF WORK

THE RIGHT PLANT, THE RIGHT PLACE. THE RIGHT FERTILIZER, THE RIGHT WATER.

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.
- b. St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas and ROWs. Ponds will be mowed between 36 and 42 times as needed.
- c. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Contractor shall complete a minimum of two passes along all waterways/wetlands with a 50" mower or larger discharging clippings away from the water. Any waterway edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.
- e. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the CDD representative. Replacement material will be of similar size to the material being replaced.

2. Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. Edges are to be perpendicular to the ground. String trimmers will not be used for this function. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be the entrances and clubhouse areas. These are high traffic, focal areas and as such will be included to provide weekly attention minimally. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of annual detail rotations

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs,

particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD representative.

- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.
- h. Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the CDD representative.
- i. Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

3. Trash Removal

- a. Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

C. General

1. Policing

- a. Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.
- b. As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.

2. Communication

- a. Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a monthly written report in a form approved by the CDD representative which details all aspects of the previous month's maintenance activities.
- c. When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns.
- d. Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate regularly, daily when needed, with the property's manager. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the BOD and Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel a minimum 3 days per week between Monday & Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to normal member attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

SCHEDULE "A" – TURF CARE PROGRAM - ST. AUGUSTINE

A. Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy, 100% slow release Nitrogen fertilization with Arena and weed Control
October:	Heavy fall granular fertilization and broadleaf weed/disease control

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. At the request of management, soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

- f. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" – TURF CARE PROGRAM – BAHIA – Where Applicable

A. Application Schedule

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

- d. The irrigation system will be fully operational prior to any fertilizer application.
 - e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- a. Weed control will be limited to the broadleaf variety under this program.
 - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty
- Only turf loss due to dramatic negligence or mismanagement by the contractor will be considered for replacement by contractor.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM

A. Application Schedule

<u>Month</u>	<u>Application</u>
March/April:	Insect/disease control/fertilization.
May/June:	Insect/disease control as needed.
July/August:	Minor nutrient blend with insect/disease control.
October:	disease control as needed
December:	Insect/disease control/fertilization as needed

B. Application Requirements

1. Fertilization
- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
 - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
 - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

SCHEDULE "D" – IRRIGATION MAINTENANCE

A. Water Application & Scheduling:

1. Hand water as needed to supplement natural rainfall and maintain plantings in a healthy, stress-free condition. It is the contractor's responsibility to work with the irrigation management company to make sure that plants receive adequate water regardless of weather conditions.
2. It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.
3. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance contractor of the responsibility to provide adequate irrigation. It is the contractor's responsibility to make sure that the irrigation system is maintained and operates properly.
4. The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the owner's authorized representative in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.
5. When breakdowns or malfunctions exist, the contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below), the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of these specifications. Do not wait for approval to begin hand watering if it is required to save the plantings.

B. Irrigation System Scheduled Maintenance:

1. Each valve zone shall be observed for signs of damage, dryness or wetness on a **Monthly** basis during the irrigation season. By mow crew, weed crew or Vendor project manager.
2. The **Irrigation maintenance** contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
3. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
4. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.
5. **Irrigation Pumps and Filters** should be check for operating pressure along with cleaning any filters on a weekly basis. Reports of filter

cleaning should be submitted in writing.

C. Irrigation System Repair:

The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged, unless due to excluded damage. Repairs shall be made within two days of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two days of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler heads, sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position, valve boxes (ie; raise, lower, or straighten sprinkler head or valve box), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing

1. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.
2. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.
3. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
4. If any existing sprinklers at this site are installed on risers above the ground level, submit a quote for additional work to the owner's authorized representative covering the cost of removal and replacement of these sprinklers with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
5. The contractor shall check the entire irrigation system weekly ie: mow crew, weed crew or vendor project manager for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.

6. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallon rating and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

XII. Reports and Schedules - The contractor shall provide to the Owner the following reports and schedules.

- A. The Contractor shall submit to the Owner a Monthly Schedule of Work based on the Schedule of Services. The Monthly Schedule of Work shall indicate the proposed date of services and any recommended changes to the Schedule of Services for approval by the Owner.
- B. Weekly Progress Reports shall be provided which clearly show the specific maintenance activities performed for each property. The weekly report shall also be used to identify any problems that may occur or extra work that may be required. The report shall also include a chemical application log as specified in Exhibit C. A sample report is provided. This report shall be submitted by 9:00 a.m. Monday morning of the week following the week of service.

II. Irrigation - Contractor shall work with "IMC" Irrigation Management Consulting see Exhibit "B", Contractor shall notify Owner of any site changes. Contractor shall notify the Owner of any malfunction or damage to the system. The cost of each repair will be billed per item and number of hours by the Contractor. Should it be determined that damage is caused through negligence of the Contractor, the Contractor shall pay the cost for such repair. These costs shall be paid directly by the Contractor.

Exhibit "D"

Water Management/Consultant

You are working with a remote management irrigation system. The information below is for your assistance.

Program Changes

If you need the current program changed at your property, we ask that you;

- Call our office, 407.376.9734 or email the changes to support@imcirrigation.com
- Inform us what property and zone needs to be changed, controller location
 - Inform us of any other special needs watering; fertilization, new seed, or new sod.
 - It will only be changed by going through our office, if you change it manually on the controller without informing us of the change we won't know and our computer will override it.

Manual Watering

If you need specific zones turned on at any time between 8am-5pm M-F call our office, 816.492.5100.

(Advance notice would be recommended, typically the day before)

- Inform us what zone needs to be turned on and for how long.
- We can turn on the stations remotely, this will help you not having to go back and forth to the control box.

PIN Codes

Our controllers have Pin Codes in them, you have to put in your PIN code in order to access the box. If a controller is locked by a pin code and you do not have one or yours is not working.

- Call our office 407.376.9734 or e-mail us at support@imcirrigation.com.
 - We can set you up with one or we can reset yours to help you gain access.

New Sod

If you are putting down new sod on the property, we ask that you give us at least 24 hours' notice

- Inform us the zone numbers in which the sod will be laid.
- Any specifications you have about the sod that we need to be aware of.
- We will then set up the program through our software and run it accordingly.

System Repairs

- When working on the property fixing the system, or notice something is broken. Please call our office or e-mail us with this information.
- If you need the system shut down while repairing something, please call and tell us. This helps to make sure nothing runs that could jeopardize your repair.

These efforts will help us better serve our client together. If you have any questions or concerns please feel free to contact us.

SCHEDULE "E" – ADDITIONAL SERVICES – To be priced separately but as part of the landscape contract.

These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

A. Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine bark Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

3. Maintenance

- a. Flower beds unique to the property will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.

- Beds are to remain weed – free at all times.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from plants as soon as they appear. “Pinching” of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent “pinching” will result in healthier, more compact plants.
 - c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
 - d. Pre-emergent herbicides are not to be used in annual beds.
 - e. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor’s expense.
4. Warranty
- Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule
 - a. Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced “per yard”.
 - b. Application will be completed within a two week time period.
2. Installation
 - a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1” to 2” deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
 - b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
 - c. Bed Dressing should be installed to maintain a 2” thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2 inch depth across beds then an additional proposal will be created by the contractor for the additional needed yards.
 - d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

1. Schedule
2. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12’ will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.
3. All palms less than 12’ will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

4. Washingtonia palms in excess of 12' will be trimmed up to two times per year in the months of February and August as needed.
5. All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.
6. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
7. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.
8. When trimming, cut the frond close to the trunk without leaving "stubs"
9. It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to Tree

Exhibit B: Landscape Maintenance Map









Exhibit C: Fee Summary

Live Oak Lake CDD CDD Landscape Fee Summary

Contractor: Juniper Landscaping of Florida, LLC

Address: 285 E Oak Ridge Rd

Orlando, FL 32809

Phone: 689-245-6462

Fax:

Contact: Mark Bradley

Email: mark.bradley@juniperlandscaping.com

Property: Live Oak Lake CDD

Address: 219 E Livingston St

Orlando, FL 32801

Phone: 407-201-1514

Contact: Clayton Smith

Email: csmith@qmscfl.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	\$9,739	\$9,739	\$14,907	\$14,907	\$17,491	\$14,907	\$14,907	\$17,491	\$14,907	\$12,323	\$12,323	\$9,739	\$163,380
TURF CARE Includes all IPM (Schedule B) treatments Bahia/St Augustine Fert	\$5,177.26	\$773.35	\$5,177.26	\$773.35	\$5,177.26	\$773.35	\$773.35	\$773.35	\$773.35	\$5,177.26	\$773.35	\$773.35	\$26,895.84
TREE/SHRUB CARE Includes all IPM (Schedule C) treatments Tree/Shrub Fert	\$773.35	\$773.35	\$1,303.93	\$1,303.93	\$773.35	\$1,303.93	\$1,303.93	\$1,303.93	\$773.35	\$773.35	\$773.35	\$1,303.93	\$12,463.68
BED DRESSING - Estimate mulch yds (Schedule E - B.) Per Yard Pricing: \$52 per cy installed 260 Mulch Yds					\$13,520						\$7,280		\$20,800
PALM TRIMMING Average Annual (Schedule E - C.) Per Palm Price: \$65.39 222 total palms						\$3,740		\$7,035.60				\$3,740	\$14,515.60
ANNUAL CHANGES - None at this time (Schedule E - A.) Per Annual Pricing: \$2.25 installed													
IRRIGATION MAINT. (Schedule D)	\$2,090	\$2,090	\$2,090	\$2,090	\$2,090	\$2,090	\$2,090	\$2,090	\$2,090	\$2,090	\$2,090	\$2,090	\$25,080
TOTAL FEE PER MONTH:	\$17,779.61	\$13,375.70	\$23,478.19	\$19,074.28	\$39,051.61	\$22,814.28	\$19,074.28	\$28,693.88	\$18,543.70	\$20,363.61	\$23,239.70	\$17,646.28	\$263,135.12

Flat Fee Schedule	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$21,927.93	\$263,135.12
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Essential Services Mowing/Detailing/Irrigation/Fert and f	\$227,819.52
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Extra Services Annual Changes, Palm Pruning, Mulc	\$35,315.60
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TOTAL Contract Year One Price	\$263,135.12
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Contract Years' 2-5 will each garner 3% total annual increases:

Total Contract Year Two: \$271,029.17

Total Contract Year Three: \$279,160.05

Total Contract Year Four: \$287,534.85

Total Contract Year Five: \$296,160.90

Per annual installed pricing will reflect appropriate successive 3% annual increased pricing in respective year added, if applicable.

Initials MAB

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2022 (the “**Agreement**”), 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 (the “**District**”), and

JUNIPER LANDSCAPING OF FLORIDA, LLC, a Florida limited liability company, with an address of 285 East Oak Ridge Road, Orlando, Florida 32809 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

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

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA, LLC

By: _____
Its: _____

Exhibit A Proposal for Additional Services

SECTION VIII

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this _____ day of _____ 2022.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION IX

FISCAL YEAR 2023 DEFICIT FUNDING AGREEMENT

This Agreement ("Agreement") is made and entered into this 13th day of September, 2022, by and between:

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

Narcoossee Land Ventures, LLC, a Florida limited liability company, the owner and primary developer of lands within the District, and whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 ("**Developer**").

Recitals

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District has adopted the District's operations and maintenance budget ("**O&M Budget**") for the fiscal year ending September 30, 2023 ("**FY 2023**") in the amount of \$696,639 and is levying special assessments ("**O&M Assessments**") in the amount of \$466,720 within the District and allocating \$145,367 in carryforward surplus ("**Carryforward Surplus**," and together with the O&M Assessments, the "**O&M Revenues**") to fund a portion of the O&M Budget; and

WHEREAS, in connection with the adoption of the O&M Budget and the levy and/or allocation of the O&M Revenues, the Developer has agreed to fund the difference, on an as-needed basis, between the amount of O&M Revenues and the lesser of (i) the amount of the actual O&M Budget; or (ii) \$84,552 ("**O&M Deficit**"); and

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

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

2. FUNDING OBLIGATION. The Developer agrees to make available to the District any monies necessary to fund the any O&M Deficit for FY 2023, within thirty (30) days of written

request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's O&M Budget. The Developer agrees to fund any O&M Deficit for actual expenses of the District and up to the lesser of (i) the total amount of the actual O&M Budget; or (ii) \$84,552; provided, however, that the Developer shall not be responsible for any O&M Deficit resulting from amendments to the O&M Budget, unless the Developer approves of such amendments. The Developer's payment of funds pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within the District. If the Developer funds all of any portion of the O&M Deficit and subsequently it is determined that the O&M Deficit was less than the amount funded by the Developer, the District will reimburse the Developer for such overpayment not later than thirty (30) days following the end of FY2023.

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

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

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

6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

7. ATTORNEY'S FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

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

9. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action under this Agreement shall be in a state circuit court of competent jurisdiction in and for Osceola County, Florida.


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

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

Attest:


Secretary / Assistant Secretary
ANDREA M. STEVENS

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**


By: M. SCOTT STEARNS
Its: Chairman

NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company


Witness: MICHELLE DILLON



By: Lawrence B. Pitt
Its: Vice President and General Counsel

EXHIBIT A: O&M Budget with Assessment Schedule

EXHIBIT A

O&M Budget with Assessment Schedule

Adopted Budget
Fiscal Year 2023

Live Oak Lake
Community Development District

September 7, 2022



Live Oak Lake Community Development District

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Live Oak Lake

Community Development District

General Fund

Description	Adopted Budget FY 2022	Actual Thru 7/31/22	Projected Next 2 Months	Total Projected 9/30/22	Adopted Budget FY 2023
Revenues					
Assessments - Tax Collector (Net)	\$216,449	\$216,939	\$0	\$216,939	\$303,577
Assessments - Off Roll	\$410,940	\$410,940	\$0	\$410,940	\$163,143
Interest Income	\$0	\$21	\$4	\$26	\$0
Contribution	\$0	\$0	\$0	\$0	\$84,552
Carryforward Surplus	\$0	\$61,092	\$0	\$61,092	\$145,367
TOTAL REVENUES	\$627,389	\$688,992	\$4	\$688,996	\$696,639
Expenditures					
<u>Administrative</u>					
Supervisor Fees	\$4,800	\$1,400	\$2,000	\$3,400	\$9,600
FICA Expense	\$367	\$107	\$153	\$260	\$734
Engineering	\$15,000	\$12,995	\$2,500	\$15,495	\$15,000
Dissemination	\$5,000	\$4,167	\$833	\$5,000	\$5,000
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Property Appraiser	\$576	\$600	\$0	\$600	\$576
Arbitrage	\$1,100	\$0	\$1,100	\$1,100	\$1,100
Attorney	\$30,000	\$15,630	\$5,210	\$20,840	\$30,000
Annual Audit	\$6,500	\$5,600	\$0	\$5,600	\$5,700
Trustee Fees	\$9,800	\$8,081	\$0	\$8,081	\$8,500
Management Fees	\$35,000	\$29,167	\$5,833	\$35,000	\$36,750
Travel & Per Diem	\$250	\$0	\$0	\$0	\$0
Telephone	\$100	\$0	\$0	\$0	\$0
Postage	\$1,750	\$1,115	\$223	\$1,339	\$1,450
Copies	\$500	\$78	\$16	\$93	\$250
Insurance	\$5,409	\$7,755	\$0	\$7,755	\$6,114
Legal Advertising	\$2,500	\$3,152	\$1,864	\$5,015	\$2,500
Other Current Charges	\$450	\$470	\$90	\$560	\$750
Contingency	\$235	\$0	\$0	\$0	\$0
Office Supplies	\$250	\$7	\$1	\$8	\$150
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Website Hosting/Compliance	\$1,553	\$1,669	\$0	\$1,669	\$1,553
TOTAL ADMINISTRATIVE	\$126,314	\$97,168	\$19,823	\$116,991	\$130,902
<u>Field</u>					
Field Management	\$0	\$2,500	\$2,500	\$5,000	\$15,000
Property Insurance	\$0	\$0	\$0	\$0	\$5,000
Aquatic Control	\$21,000	\$14,740	\$2,948	\$17,688	\$21,226
Landscape Maintenance-Pond Areas	\$69,882	\$0	\$0	\$0	\$0
Mitigation Maintenance	\$27,900	\$6,930	\$6,055	\$12,985	\$13,000
Contingency	\$2,982	\$3,791	\$0	\$3,791	\$5,000
Landscape Maintenance	\$200,000	\$173,345	\$49,017	\$222,363	\$264,000
Landscaping Replacements	\$22,000	\$6,011	\$15,989	\$22,000	\$75,000
Pond Fountain Maintenance	\$5,000	\$4,334	\$617	\$4,951	\$5,000
Irrigation Consultant Services	\$6,000	\$5,000	\$1,000	\$6,000	\$6,000
Irrigation Repairs	\$25,200	\$1,250	\$20,000	\$21,250	\$20,000
Pressure Wash Cleaning	\$13,660	\$0	\$13,660	\$13,660	\$13,660
Electricity-Street Lights	\$43,611	\$193	\$7,269	\$7,461	\$43,611
Water-Irrigation	\$63,840	\$13,302	\$15,096	\$28,397	\$60,991
Capital Outlay	\$0	\$61,092	\$0	\$61,092	\$0
Capital Reserve	\$0	\$0	\$0	\$0	\$18,250
TOTAL FIELD	\$501,075	\$292,487	\$134,151	\$426,638	\$565,737
TOTAL EXPENDITURES	\$627,389	\$389,655	\$153,974	\$543,629	\$696,639
EXCESS REVENUES (EXPENDITURES)	\$0	\$299,337	(\$153,970)	\$145,367	\$0

Net Assessment	\$466,719
Discounts & Collections 6%	\$29,791
Gross Assessment	\$496,510

<u>Unit Type</u>		<u>FY 2021</u> <u>Gross Per Unit</u>	<u>FY 2022</u> <u>Gross Per Unit</u>	<u>FY 2023</u> <u>Gross Per Unit</u>	<u>Gross</u> <u>Total</u>
Duplex 35'	350	106.25	237.67	237.67	\$83,184.50
50' SF	541	151.79	339.52	339.52	\$183,680.32
70' SF	118	212.51	475.33	475.33	\$56,088.94
Unplatted	1,548	0.00	0.00	112.12	\$173,556.06
	2,557				\$496,509.82

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
Exhibit "A"
Allocation of Operating Reserve

Description	Amount
Beginning Balance - Carry Forward Surplus (As of 10/1/2021)	\$202,318
Estimated Excess Revenues over Expenditures	\$145,367
Less:	
Funding for First Quarter Operating Expenses	(\$174,160)
Reserved for Capital Projects / Renewal and Replacement ⁽¹⁾	<u>(\$173,525)</u> (\$347,685)
Total Undesignated Cash as of 09/30/2022	\$0

⁽¹⁾ Excess funds above first quarter operating capital will be transferred to the Capital Reserve Fund.

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2023

REVENUES:

Interest Income

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

Special Assessments

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

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon all 5 supervisors attending the estimated 12 meetings.

FICA Taxes

Related payroll taxes of 7.65% for above.

Engineering Fees

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

Dissemination Agent

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

Assessment Collection Costs

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

Property Appraiser

The District anticipates costs associated with services provided by the property appraiser's office.

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2016 Capital Improvement Revenue Bonds and the Series 2020 Special Assessment Revenue Bonds.

Attorney

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

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET FISCAL YEAR 2023

Annual Audit

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

Trustee Fees

The District issued Series 2016 Capital Improvement Revenue Bonds and Series 2020 Special Assessment Revenue Bonds which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Management Fees

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

Postage

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

Copies

Printing of computerized checks, stationary, envelopes, invoices, etc.

Insurance

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

Website Hosting/Compliance

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

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2023

Field:

Field Management

The District may contract with Governmental Management Services for the property management of Live Oak Lake Community Development District. Their responsibilities include supervising contracted vendors, coordinating of maintenance repairs and replacement of District grounds, buildings and roads, and to review/approve all related invoices.

Property Insurance

The District will bind a Property Insurance policy with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Aquatic Control

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

Mitigation, Monitoring, and Maintenance

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

Contingency-Field

Any unanticipated expenditure that may arise during the fiscal year.

Landscape Maintenance

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

Landscape Replacement

Replacement of plants needed throughout the District.

Pond Fountain Maintenance

Repairs and maintenance to the District's fountains.

Irrigation Consultant Services

The district has contracted with Irrigation Management Consulting to maintain the irrigation systems.

Irrigation Repairs

Represents funds needed for repairs to the irrigation system of the district.

Pressure Wash Cleaning

Pressure washing of common areas.

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2023

Electricity-Streetlights

The cost of electricity for Live Oak Lake CDD.

Water-Irrigation

The cost of water, sewer, and irrigation services for Live Oak Lake CDD.

Capital Reserve

Funds set aside for future replacements of capital related items.

Live Oak Lake

Community Development District

Debt Service Fund

Series 2016 Special Assessment Revenue Bonds

Description	Adopted Budget FY 2022	Actual Thru 7/31/22	Projected Next 2 Months	Total Projected 9/30/22	Adopted Budget FY 2023
Revenues					
Interest Income	\$0	\$61	\$12	\$74	\$0
Assessments - On Roll (Net)	\$725,962	\$727,606	\$0	\$727,606	\$956,239
Assessments - Off Roll	\$230,864	\$230,864	\$0	\$230,864	\$0
Assessments - Prepayments	\$0	\$18,469	\$0	\$18,469	\$0
Carryforward Surplus ⁽¹⁾	\$370,036	\$375,355	\$0	\$375,355	\$390,493
TOTAL REVENUES	\$1,326,862	\$1,352,355	\$12	\$1,352,368	\$1,346,731
Expenditures					
Series 2016					
Interest - 11/01	\$330,938	\$330,938	\$0	\$330,938	\$324,188
Interest - 05/01	\$330,938	\$330,938	\$0	\$330,938	\$324,188
Principal - 05/01	\$300,000	\$300,000	\$0	\$300,000	\$315,000
Special Call - 11/01	\$0	\$0	\$0	\$0	\$20,000
TOTAL EXPENDITURES	\$961,875	\$961,875	\$0	\$961,875	\$983,375
EXCESS REVENUES	\$364,987	\$390,480	\$12	\$390,493	\$363,356

11/23 Interest \$317,100

Unit Type	No. of Units	Gross Assessment Per Unit Amount	Total
Duplex 35'	350	\$975.00	\$341,250.00
50' SF	507	\$1,025.00	\$519,675.00
70' SF	118	\$1,325.00	\$156,350.00
	975		\$1,017,275.00
		Less Discount/Collection Fees	(\$61,036.50)
		Net Assessment	\$956,238.50

⁽¹⁾ Carry forward surplus is net of the reserve requirement

Live Oak Lake

Community Development District

Amortization Schedule

Series 2016, Capital Improvement Revenue Bonds

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/22	\$ 14,480,000	\$ 300,000.00	\$ 330,937.50	\$ -
11/01/22	\$ 14,180,000	\$ -	\$ 324,187.50	\$ 955,125.00
05/01/23	\$ 14,180,000	\$ 315,000.00	\$ 324,187.50	\$ -
11/01/23	\$ 13,865,000	\$ -	\$ 317,100.00	\$ 956,287.50
05/01/24	\$ 13,865,000	\$ 325,000.00	\$ 317,100.00	\$ -
11/01/24	\$ 13,540,000	\$ -	\$ 309,787.50	\$ 951,887.50
05/01/25	\$ 13,540,000	\$ 340,000.00	\$ 309,787.50	\$ -
11/01/25	\$ 13,200,000	\$ -	\$ 302,137.50	\$ 951,925.00
05/01/26	\$ 13,200,000	\$ 355,000.00	\$ 302,137.50	\$ -
11/01/26	\$ 12,845,000	\$ -	\$ 294,150.00	\$ 951,287.50
05/01/27	\$ 12,845,000	\$ 375,000.00	\$ 294,150.00	\$ -
11/01/27	\$ 12,470,000	\$ -	\$ 285,712.50	\$ 954,862.50
05/01/28	\$ 12,470,000	\$ 390,000.00	\$ 285,712.50	\$ -
11/01/28	\$ 12,080,000	\$ -	\$ 276,937.50	\$ 952,650.00
05/01/29	\$ 12,080,000	\$ 410,000.00	\$ 276,937.50	\$ -
11/01/29	\$ 11,670,000	\$ -	\$ 267,712.50	\$ 954,650.00
05/01/30	\$ 11,670,000	\$ 430,000.00	\$ 267,712.50	\$ -
11/01/30	\$ 11,240,000	\$ -	\$ 258,037.50	\$ 955,750.00
05/01/31	\$ 11,240,000	\$ 450,000.00	\$ 258,037.50	\$ -
11/01/31	\$ 10,790,000	\$ -	\$ 247,912.50	\$ 955,950.00
05/01/32	\$ 10,790,000	\$ 470,000.00	\$ 247,912.50	\$ -
11/01/32	\$ 10,320,000	\$ -	\$ 237,337.50	\$ 955,250.00
05/01/33	\$ 10,320,000	\$ 490,000.00	\$ 237,337.50	\$ -
11/01/33	\$ 9,830,000	\$ -	\$ 226,312.50	\$ 953,650.00
05/01/34	\$ 9,830,000	\$ 515,000.00	\$ 226,312.50	\$ -
11/01/34	\$ 9,315,000	\$ -	\$ 214,725.00	\$ 956,037.50
05/01/35	\$ 9,315,000	\$ 535,000.00	\$ 214,725.00	\$ -
11/01/35	\$ 8,780,000	\$ -	\$ 202,687.50	\$ 952,412.50
05/01/36	\$ 8,780,000	\$ 560,000.00	\$ 202,687.50	\$ -
11/01/36	\$ 8,220,000	\$ -	\$ 190,087.50	\$ 952,775.00
05/01/37	\$ 8,220,000	\$ 585,000.00	\$ 190,087.50	\$ -
11/01/37	\$ 7,635,000	\$ -	\$ 176,559.38	\$ 951,646.88
05/01/38	\$ 7,635,000	\$ 615,000.00	\$ 176,559.38	\$ -
11/01/38	\$ 7,020,000	\$ -	\$ 162,337.50	\$ 953,896.88
05/01/39	\$ 7,020,000	\$ 645,000.00	\$ 162,337.50	\$ -
11/01/39	\$ 6,375,000	\$ -	\$ 147,421.88	\$ 954,759.38
05/01/40	\$ 6,375,000	\$ 675,000.00	\$ 147,421.88	\$ -
11/01/40	\$ 5,700,000	\$ -	\$ 131,812.50	\$ 954,234.38
05/01/41	\$ 5,700,000	\$ 705,000.00	\$ 131,812.50	\$ -
11/01/41	\$ 4,995,000	\$ -	\$ 115,509.38	\$ 952,321.88
05/01/42	\$ 4,995,000	\$ 740,000.00	\$ 115,509.38	\$ -
11/01/42	\$ 4,255,000	\$ -	\$ 98,396.88	\$ 953,906.25
05/01/43	\$ 4,255,000	\$ 775,000.00	\$ 98,396.88	\$ -
11/01/43	\$ 3,480,000	\$ -	\$ 80,475.00	\$ 953,871.88
05/01/44	\$ 3,480,000	\$ 810,000.00	\$ 80,475.00	\$ -
11/01/44	\$ 2,670,000	\$ -	\$ 61,743.75	\$ 952,218.75
05/01/45	\$ 2,670,000	\$ 850,000.00	\$ 61,743.75	\$ -
11/01/45	\$ 1,820,000	\$ -	\$ 42,087.50	\$ 953,831.25
05/01/46	\$ 1,820,000	\$ 890,000.00	\$ 42,087.50	\$ -
11/01/46	\$ 930,000	\$ -	\$ 21,506.25	\$ 953,593.75
05/01/47	\$ 930,000	\$ 930,000.00	\$ 21,506.25	\$ 951,506.25
Total		\$ 14,480,000	\$ 10,316,287.50	\$ 24,796,287.50

Live Oak Lake
Community Development District

Debt Service Fund
Series 2020 Special Assessment Revenue Bonds

Description	Adopted Budget FY 2022	Actual Thru 7/31/22	Projected Next 2 Months	Total Projected 9/30/22	Adopted Budget FY 2023
Revenues					
Interest Income	\$75	\$1,126	\$225	\$1,352	\$75
Assessments - On Roll (Net)	\$989,938	\$0	\$0	\$0	\$32,759
Assessments - Direct	\$0	\$989,553	\$0	\$989,553	\$957,179
Carryforward Surplus ⁽¹⁾	\$354,108	\$354,177	\$0	\$354,177	\$352,618
TOTAL REVENUES	\$1,344,120	\$1,344,856	\$225	\$1,345,081	\$1,342,631
Expenditures					
Series 2020					
Interest - 11/01	\$353,722	\$353,722	\$0	\$353,722	\$349,269
Interest - 05/01	\$353,722	\$353,722	\$0	\$353,722	\$349,269
Principal - 05/01	\$285,000	\$285,000	\$0	\$285,000	\$295,000
TOTAL EXPENDITURES	\$992,444	\$992,444	\$0	\$992,444	\$993,538
Other Financing Sources and Uses					
Bond Proceeds	\$0	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0	\$0
Interfund Transfer In ⁽²⁾	\$500	(\$11)	(\$8)	(\$20)	\$0
TOTAL OTHER FINANCING SOURCES AND USES	\$500	(\$11)	(\$8)	(\$20)	\$0
EXCESS REVENUES	\$352,177	\$352,401	\$217	\$352,618	\$349,093

11/23 Interest \$344,659

Unit	No. of	Gross Assessment	
Type	Units	Per Unit Amount	Total
Duplex 35 FT Lot	238	\$975.00	\$232,050.00
Single Family - 50'	739	\$1,025.00	\$757,475.00
Single Family - 70'	48	\$1,325.00	\$63,600.00
	1025		\$1,053,125.00
		Less Discount/Collection Fees	(\$63,187.50)
		Net Assessment	\$989,937.50

⁽¹⁾ Carry forward surplus is net of the reserve requirement
⁽²⁾ Interest income earned in the Construction account is transferred monthly to the Revenue Account.

Live Oak Lake

Community Development District

Amortization Schedule

Series 2020, Special Assessment Revenue Bonds

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/22	\$ 16,275,000	\$ 285,000.00	\$ 353,721.88	\$ -
11/01/22	\$ 15,990,000	\$ -	\$ 349,268.75	\$ 987,990.63
05/01/23	\$ 15,990,000	\$ 295,000.00	\$ 349,268.75	\$ -
11/01/23	\$ 15,695,000	\$ -	\$ 344,659.38	\$ 988,928.13
05/01/24	\$ 15,695,000	\$ 305,000.00	\$ 344,659.38	\$ -
11/01/24	\$ 15,390,000	\$ -	\$ 339,893.75	\$ 989,553.13
05/01/25	\$ 15,390,000	\$ 310,000.00	\$ 339,893.75	\$ -
11/01/25	\$ 15,080,000	\$ -	\$ 335,050.00	\$ 984,943.75
05/01/26	\$ 15,080,000	\$ 325,000.00	\$ 335,050.00	\$ -
11/01/26	\$ 14,755,000	\$ -	\$ 328,875.00	\$ 988,925.00
05/01/27	\$ 14,755,000	\$ 335,000.00	\$ 328,875.00	\$ -
11/01/27	\$ 14,420,000	\$ -	\$ 322,510.00	\$ 986,385.00
05/01/28	\$ 14,420,000	\$ 350,000.00	\$ 322,510.00	\$ -
11/01/28	\$ 14,070,000	\$ -	\$ 315,860.00	\$ 988,370.00
05/01/29	\$ 14,070,000	\$ 360,000.00	\$ 315,860.00	\$ -
11/01/29	\$ 13,710,000	\$ -	\$ 309,020.00	\$ 984,880.00
05/01/30	\$ 13,710,000	\$ 375,000.00	\$ 309,020.00	\$ -
11/01/30	\$ 13,335,000	\$ -	\$ 301,895.00	\$ 985,915.00
05/01/31	\$ 13,335,000	\$ 390,000.00	\$ 301,895.00	\$ -
11/01/31	\$ 12,945,000	\$ -	\$ 293,315.00	\$ 985,210.00
05/01/32	\$ 12,945,000	\$ 410,000.00	\$ 293,315.00	\$ -
11/01/32	\$ 12,535,000	\$ -	\$ 284,295.00	\$ 987,610.00
05/01/33	\$ 12,535,000	\$ 430,000.00	\$ 284,295.00	\$ -
11/01/33	\$ 12,105,000	\$ -	\$ 274,835.00	\$ 989,130.00
05/01/34	\$ 12,105,000	\$ 445,000.00	\$ 274,835.00	\$ -
11/01/34	\$ 11,660,000	\$ -	\$ 265,045.00	\$ 984,880.00
05/01/35	\$ 11,660,000	\$ 465,000.00	\$ 265,045.00	\$ -
11/01/35	\$ 11,195,000	\$ -	\$ 254,815.00	\$ 984,860.00
05/01/36	\$ 11,195,000	\$ 490,000.00	\$ 254,815.00	\$ -
11/01/36	\$ 10,705,000	\$ -	\$ 244,035.00	\$ 988,850.00
05/01/37	\$ 10,705,000	\$ 510,000.00	\$ 244,035.00	\$ -
11/01/37	\$ 10,195,000	\$ -	\$ 232,815.00	\$ 986,850.00
05/01/38	\$ 10,195,000	\$ 535,000.00	\$ 232,815.00	\$ -
11/01/38	\$ 9,660,000	\$ -	\$ 221,045.00	\$ 988,860.00
05/01/39	\$ 9,660,000	\$ 555,000.00	\$ 221,045.00	\$ -
11/01/39	\$ 9,105,000	\$ -	\$ 208,835.00	\$ 984,880.00
05/01/40	\$ 9,105,000	\$ 580,000.00	\$ 208,835.00	\$ -
11/01/40	\$ 8,525,000	\$ -	\$ 196,075.00	\$ 984,910.00
05/01/41	\$ 8,525,000	\$ 610,000.00	\$ 196,075.00	\$ -
11/01/41	\$ 7,915,000	\$ -	\$ 182,045.00	\$ 988,120.00
05/01/42	\$ 7,915,000	\$ 640,000.00	\$ 182,045.00	\$ -
11/01/42	\$ 7,275,000	\$ -	\$ 167,325.00	\$ 989,370.00
05/01/43	\$ 7,275,000	\$ 670,000.00	\$ 167,325.00	\$ -
11/01/43	\$ 6,605,000	\$ -	\$ 151,915.00	\$ 989,240.00
05/01/44	\$ 6,605,000	\$ 700,000.00	\$ 151,915.00	\$ -
11/01/44	\$ 5,905,000	\$ -	\$ 135,815.00	\$ 987,730.00
05/01/45	\$ 5,905,000	\$ 730,000.00	\$ 135,815.00	\$ -
11/01/45	\$ 5,175,000	\$ -	\$ 119,025.00	\$ 984,840.00
05/01/46	\$ 5,175,000	\$ 765,000.00	\$ 119,025.00	\$ -
11/01/46	\$ 4,410,000	\$ -	\$ 101,430.00	\$ 985,455.00
05/01/47	\$ 4,410,000	\$ 805,000.00	\$ 101,430.00	\$ -
11/01/47	\$ 3,605,000	\$ -	\$ 82,915.00	\$ 989,345.00
05/01/48	\$ 3,605,000	\$ 840,000.00	\$ 82,915.00	\$ -
11/01/48	\$ 2,765,000	\$ -	\$ 63,595.00	\$ 986,510.00
05/01/49	\$ 2,765,000	\$ 880,000.00	\$ 63,595.00	\$ -
11/01/49	\$ 1,885,000	\$ -	\$ 43,355.00	\$ 986,950.00
05/01/50	\$ 1,885,000	\$ 920,000.00	\$ 43,355.00	\$ -
11/01/50	\$ 965,000	\$ -	\$ 22,195.00	\$ 985,550.00
05/01/51	\$ 965,000	\$ 965,000.00	\$ 22,195.00	\$ 987,195.00
Total		\$ 16,275,000	\$ 13,337,235.63	\$ 29,612,235.63

SECTION X

AGREEMENT FOR QUARTERLY FOUNTAIN MAINTENANCE SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____ 2022, by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 ("**District**"); and

SOLITUDE LAKE MANAGEMENT, LLC, a Virginia limited liability company, with a mailing address of 5869 Enterprise Parkway, Fort Myers, Florida 33905 ("**Contractor**," together with the District, "**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* ("**Act**"); and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining various public infrastructure; and

WHEREAS, the District owns, operates and maintains five (5) 3.5hp Aqua Master fountains and three (3) 5hp Kasco fountains located within the District boundaries ("**Fountains**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide quarterly fountain maintenance services for the Fountains, as more particularly described in Contractor's schedule of services attached hereto as **Exhibit A** ("**Services**") and incorporated herein by this reference; and

WHEREAS, Contractor represents that it is qualified and willing to provide such Services; 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. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide the professional Services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in Exhibit A.

B. 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.

C. The Contractor shall provide the Services as shown in Section 3 of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. 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.

SECTION 3. SCOPE OF QUARTERLY FOUNTAIN MAINTENANCE SERVICES. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as Exhibit A. Exhibit A is attached solely for the purpose of clarifying the scope of Services to be provided to the District; to the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in this Agreement and Exhibit A, unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates **Clayton Smith, District Field Manager** or his or her designee to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Eight Hundred Dollars (\$800.00) quarterly, for a not-to-exceed annual amount of Three Thousand Two Hundred Dollars (\$3,200.00).

B. The term of this Agreement shall be from November 1, 2022 through October 31, 2023, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement.

C. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations

with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its professional staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the 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 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 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, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interests 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. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. 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 manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. 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 14. 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 offsets the District may have against the Contractor.

SECTION 15. 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 16. 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 17. 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 18. 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 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of Exhibit A shall apply to this Agreement and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states and clarifies the scope of Services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. 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 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "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 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the 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 the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the 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 24. 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 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigations or claims arising out of this Agreement shall be in a court of appropriate jurisdiction, in and for Osceola County, Florida.

SECTION 26. 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 **Tricia Adams** ("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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, TADAMS@GMSFCFL.COM, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 27. 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 29. 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 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 31. 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.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed 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

Print Name: _____

By: _____
Its: _____

Exhibit A Schedule of Services

Exhibit A

SCHEDULE A - SERVICES

Fountain Maintenance Service:

1. Company will service each of the eight fountains **four (4) times per year** on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.

6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Customer will be provided with a quarterly service report detailing all of the work performed as part of this contract.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

QUARTERLY FOUNTAIN MAINTENANCE SERVICES CONTRACT

CUSTOMER NAME: Live Oak Lake CDD

SUBMITTED TO: Mr. Clayton Smith

CONTRACT EFFECTIVE DATE: November 1, 2022, through October 31, 2023

SUBMITTED BY: Mr. Chris Byrne

SERVICES: Quarterly Maintenance on Five (5) 3.5hp Aqua Master Fountains and Three (3) 5hp Kasco Fountains

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$3,200.00**. SOLitude shall invoice Customer **\$800.00 per quarter** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each billing month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each quarterly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient 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.



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Live Oak Lake CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Fountain Maintenance Service:

1. Company will service each of the eight fountains **four (4) times per year** on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.

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6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Customer will be provided with a quarterly service report detailing all of the work performed as part of this contract.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SECTION XII

SECTION C

Live Oak Lake CDD

Field Management Report



October 26th, 2022
Clayton Smith
Assistant Field Manager
GMS

Completed

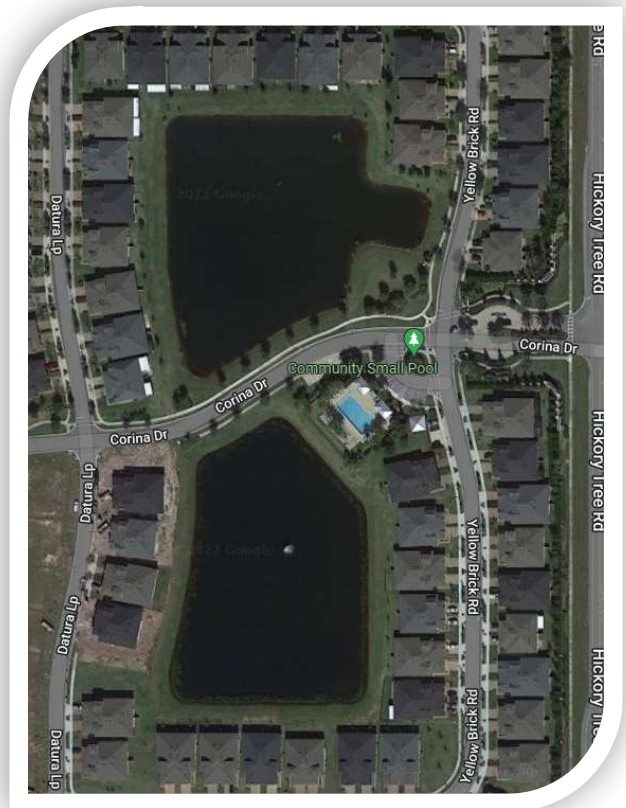
Street Signs

- 2 signs were leaning over on the entrance side of Nolte Rd.
- Signs were straightened and reinforced with concrete.



Midge Treatment

- One-time treatment of ponds 2 and 3 was conducted on 10/21 to help address resident's concerns.
- Generated proposal to stock both ponds with Gambusia and Ghost Shrimp.



Completed

Hurricane Cleanup

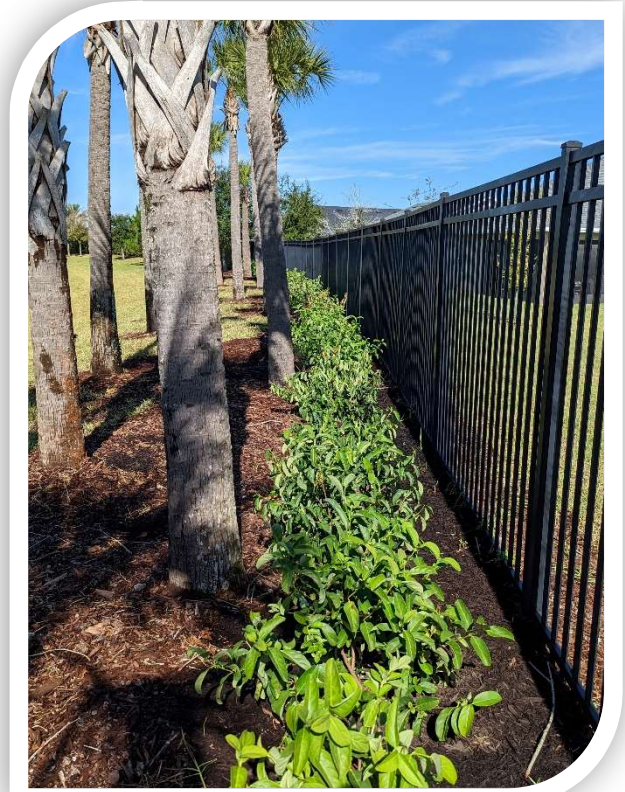
- ✚ All fallen trees along Nolte were up righted and able to be saved.
- ✚ Fallen trees on the Southland conservation area fence line were removed.
- ✚ General debris cleanup across the property was conducted.
- ✚ All CDD areas were inspected, and any damage was documented and addressed.



In Progress

Landscaping Items

- ✚ Damaged sod is being replaced by Juniper free of charge.
- ✚ Dead hedge row along the Nolte fence line was replaced with 90 viburnum plants. Juniper is recommending changing to a drip line in that area.
- ✚ Annual mulching of the property was completed.
- ✚ Pruning of all palms on property currently underway. Expected completion is 10/28.



Upcoming

Planter Pot Replacement

- ✚ All rose plants installed into the 16 planter pots have either died or are dying.
- ✚ Working with Juniper to create a planting plan so that all pots on property are uniform and to have more sustainable plants installed.



Upcoming

Sabal Palm Replacement

- Received proposal to remove and replace dead sabal palm trees.



Japanese Blueberry Tree Replacement

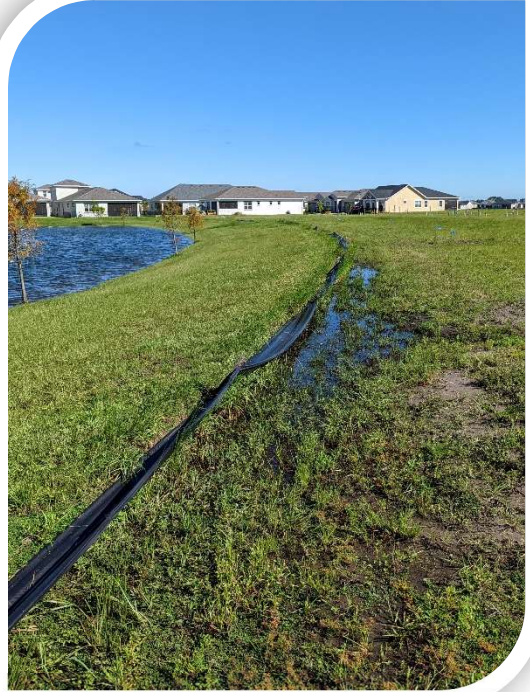
- Received proposals to either remove and replace dead Japanese Blueberry trees with Christmas Palms, or sod.



Site Items

Pond Bank Erosion

- ✚ Poor grading in the unfinished lots at Twin lakes BLVD, and Panorama St, has caused pond bank erosion.
- ✚ Parcel number is 17-26-31-0000-0060-0000.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION 1

SERVICES CONTRACT

CUSTOMER NAME: Live Oak CDD

SUBMITTED TO: Clayton Smith

CONTRACT EFFECTIVE DATE: August 1, 2022, through July 31, 2023

SUBMITTED BY: Jason Jasczak, Business Development Consultant

SERVICES: Annual Maintenance - Supersede for Ponds 1-20 (55.62 Acres and 28,310 LF)

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$22,896.00**. SOLitude shall invoice Customer **\$1,908.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

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3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of

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the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Live Oak CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **three (3) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **three (3) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

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Pond Algae Control:

1. Pond(s) will be inspected on a **three (3) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

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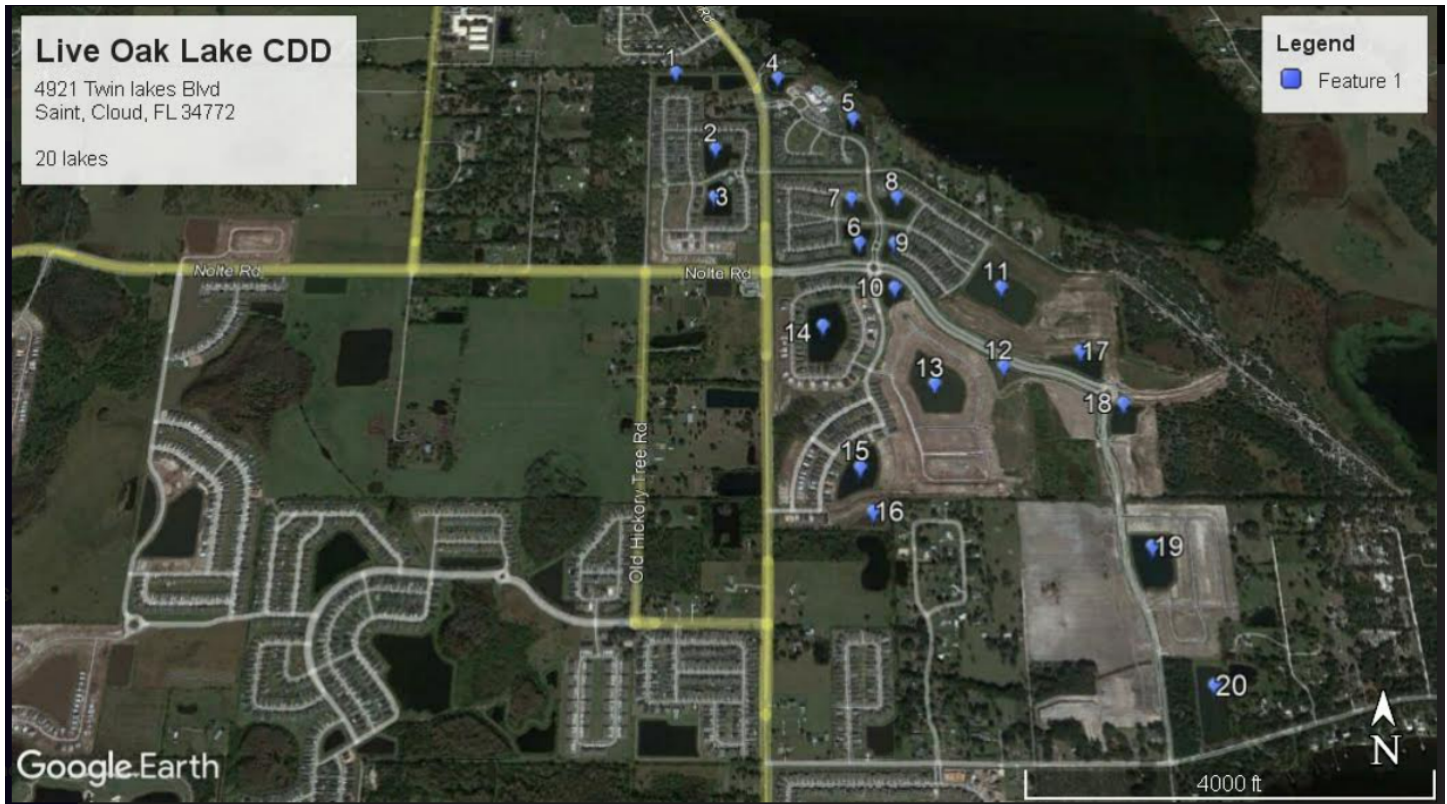
Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient 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.



Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient 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.

SECTION 2



**Governmental
Management Services, LLC**
Central Florida

Maintenance Services
Phone: 407-750-3599
Email:
JWright@gmscfl.com

TO: Live Oak Lake CDD	Prepared By: Governmental Management Services- CF, LLC 219 E. Livingston Street Orlando, FL 32801
Job name and Description	
<p>-Stock fish at ponds 2 and # behind Datura Loop, in order to address midge spawns in the area.</p> <p>-Each pond is 3 acres (6 total acres) will be stocked with 3000 Gambusia and 1500 Ghost Shrimp each (6000 Gambusia and 3000 Ghost Shrimp total).</p> <p>-Includes delivery and installation of the fish, charged per acre.</p>	

Qty	Description	Unit Price	Line Total
6	Mobilization, Labor, Materials, and Equipment	\$150.00	\$900.00
Total Due:			\$900.00

All proposals are valid for 30 days from date of completion.

Thank You!

Client: _____

SECTION 3



Proposal

Proposal No.: 177023

Proposed Date: 09/02/22

PROPERTY:	FOR:
Live Oak Lake CDD - Maintenance Jill Burns Nolte Rd St. Cloud , FL	Sable palm replacement on Nolte Rd

ITEM	QTY	UOM	TOTAL
Plant Material			\$1,972.70
Maintenance Division Labor	8.00	HR	
Sabal Palm, Booted, 10-16' ct - FGP3	4.00	FG	
Enhancement Irrigation			\$322.86
Irrigation Repairs and Upgrades	4.00	HR	
Misc Irrigation Parts	3.00	EA	
Fuel Surcharge 3.9%			\$78.00
Fuel Surcharge	2000.00	EA	
Total:			\$2,373.56

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage 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.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

SECTION 4



Proposal

Proposal No.: 179073

Proposed Date: 10/03/22

PROPERTY:	FOR:
Live Oak Lake CDD - Maintenance Jill Burns Nolte Rd St. Cloud , FL	Remove and replace the Japanese Blueberry with palms

ITEM	QTY	UOM	TOTAL
Plant Material			\$19,560.00
Maintenance Division Labor	24.00	HR	
Single Christmas Palm, 08-10' oa - 30G	48.00	30g	
Mulch			\$300.48
Cocobrown Mulch, 03CF bag - 03CF	48.00	03CF	
Enhancement Irrigation			\$275.00
Irrigation Repairs and Upgrades	5.00	HR	
Fuel Surcharge 3.9%			\$0.00
Fuel Surcharge	0.00	EA	
Total:			\$20,135.48

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage 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.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

SECTION D

SECTION 1

Coverage Confirmation being provided for:

Live Oak Lake Community Development District
c/o Governmental Management Services - Central Florida 219 E Livingston St
Orlando, FL 32801

Term: October 1, 2022 to October 1, 2023

Policy Number: 100122325

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including content, inland marine, vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine, All other perils.

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery		Not Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate

SECTION 2

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

November 2, 2022

GENERAL FUND

<u>Date</u>	<u>Check Numbers</u>	<u>Amount</u>
9/16/2022	270-277	\$41,826.31
10/13/2022	278-287	\$44,200.24
10/14/2022	288-290	\$973.87
10/19/2022	291-294	\$9,174.13
Total		<u><u>\$96,174.55</u></u>

AP300R
*** CHECK NOS. 000270-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LIVE OAK LAKES-GENERAL FUND
BANK B LOL-GENERAL FUND

RUN 10/25/22

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/16/22	00010	8/30/22 78675540	202208 310-51300-42000	DELIVERIES THRU 08/30/22	*	41.32	
		9/06/22 96337898	202208 310-51300-42000	DELIVERIES THRU 09/06/22	*	3.20	
				FEDEX			44.52 000270
9/16/22	00001	9/01/22 42	202209 310-51300-34000		*	2,916.67	
		SEPT 22 MGMT FEES					
		9/01/22 42	202209 310-51300-31300		*	416.67	
		SEPT 22 DISSEMINATION					
		9/01/22 43	202209 320-53800-34000		*	1,250.00	
		SEPT 22 FIELD MGMT FEES					
		9/15/22 44	202209 300-15500-10000		*	5,000.00	
		FY 2023 ASSESSMENT ROLL					
				GMS-CENTRAL FLORIDA, LLC			9,583.34 000271
9/16/22	00030	9/02/22 27814	202209 320-53800-35000		*	500.00	
		SEPT 22 IRRIGATION MGMT					
				IRRIGATION MANAGEMENT CONSULTING			500.00 000272
9/16/22	00024	8/29/22 178253	202208 320-53800-35001		*	440.00	
		REPAIR MAINLINE BREAK					
		8/29/22 178254	202208 320-53800-35001		*	1,111.00	
		MAINLINE BREAK					
		8/31/22 178500	202208 320-53800-46205		*	886.56	
		REPLACE VIBURNUM PLANTS					
		9/01/22 178829	202209 320-53800-46200		*	24,508.72	
		SEPT 22 LANDSCAPE MAINT.					
				JUNIPER LANDSCAPING OF FLORIDA, LLC			26,946.28 000273
9/16/22	00033	8/29/22 3096562	202207 310-51300-31500		*	2,466.09	
		LEGAL FEES THRU 7/31/22					
		8/29/22 3096563	202207 310-51300-31500		*	643.66	
		BOUNDARY AMENDMENT					
				KUTAK ROCK LLP			3,109.75 000274
9/16/22	00017	9/08/22 2771	202209 310-51300-31600		*	550.00	
		SERIES 2016 ARBITRAGE					
				LLS TAX SOLUTIONS INC.			550.00 000275
9/16/22	00037	8/24/22 62619-08	202207 320-53800-43100		*	475.10	
		SERVICE THRU 08/11/2022					
		8/24/22 62746-08	202207 320-53800-43100		*	573.56	
		SERVICE THRU 08/11/2022					
				CITY OF ST. CLOUD			1,048.66 000276
				LOKS LIVE OAK LAKES SHENNING			

AP300R
*** CHECK NOS. 000270-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LIVE OAK LAKES-GENERAL FUND
BANK B LOL-GENERAL FUND

RUN 10/25/22

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/16/22	00035	8/11/22 02232634	202208 320-53800-43000	SERVICE THRU 08/11/2022	*	43.76	
				ORLANDO UTILITIES COMMISSION			43.76 000277
10/13/22	00038	9/19/22 0B7C8E9F	202209 310-51300-48000	NOTICE OF FY23 MEETINGS	*	73.47	
				COLUMN SOFTWARE PBC			73.47 000278
10/13/22	00002	10/01/22 87231	202210 310-51300-54000	ANNUAL DISTRICT FEE	*	175.00	
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000279
10/13/22	00010	9/27/22 78963397	202209 310-51300-42000	DELIVERIES THRU 09/27/22	*	41.84	
		10/04/22 96357109	202210 310-51300-42000	DELIVERIES THRU 10/04/22	*	2.48	
				FEDEX			44.32 000280
10/13/22	00001	10/01/22 45	202210 310-51300-34000	OCT 22 MGMT FEES	*	3,062.50	
		10/01/22 45	202210 310-51300-31300	OCT 22 DISSEMINATION	*	416.67	
		10/01/22 45	202210 310-51300-51000	OFFICE SUPPLIES	*	.99	
		10/01/22 45	202210 310-51300-42000	POSTAGE	*	43.66	
		10/01/22 45	202210 310-51300-42500	COPIES	*	26.25	
		10/01/22 46	202210 320-53800-34000	OCT 22 FIELD MGMT FEES	*	1,250.00	
				GMS-CENTRAL FLORIDA, LLC			4,800.07 000281
10/13/22	00014	10/01/22 20778	202210 310-51300-35101	WEBSITE SERVICES	*	388.13	
				INNERSYNC			388.13 000282
10/13/22	00030	10/03/22 27832	202210 320-53800-35000	IRRIGATION MGMT FEES	*	500.00	
				IRRIGATION MANAGEMENT CONSULTING			500.00 000283
10/13/22	00024	9/26/22 180200	202209 320-53800-46200	CLEAN UP POND/DITCH AREA	*	1,362.90	
		9/28/22 181373	202209 320-53800-35001	LOCATE/ELEVATE HEADS	*	3,899.55	
		9/28/22 181374	202209 320-53800-46200	MEDJOO PLAM INJECTIONS	*	1,491.75	

LOKS LIVE OAK LAKES SHENNING

AP300R
*** CHECK NOS. 000270-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LIVE OAK LAKES-GENERAL FUND
BANK B LOL-GENERAL FUND

RUN 10/25/22

PAGE 3

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		10/01/22 182201	202210 320-53800-46200		*	21,927.92	
		OCT 22	LANDSCAPE MAINT.	JUNIPER LANDSCAPING OF FLORIDA, LLC			28,682.12 000284
10/13/22 00033		9/16/22 3109400	202208 310-51300-31500		*	716.00	
			LEGAL FEES THRU 08/31/22				
		9/16/22 3109401	202208 310-51300-31500		*	1,382.50	
			BOUNDARY AMENDMENT	KUTAK ROCK LLP			2,098.50 000285
10/13/22 00032		9/27/22 PSI-1199	202209 320-53800-46800		*	1,474.00	
			LAKE MAINTENANCE				
		10/06/22 PSI-1762	202210 320-53800-46800		*	1,474.00	
			LAKE MAINTENANCE				
		10/06/22 PSI-1762	202210 320-53800-46810		*	450.00	
			FOUNTAIN MAINTENANCE	SOLITUDE LAKE MANAGEMENT			3,398.00 000286
10/13/22 00005		9/23/22 6672807	202210 310-51300-32300		*	4,040.63	
			SERIES 2016 TRUSTEE FEES	US BANK			4,040.63 000287
10/14/22 00037		9/21/22 62619-09	202209 320-53800-43100		*	648.82	
			SERVICE THRU 9/13/2022	CITY OF ST. CLOUD			648.82 000288
10/14/22 00037		9/21/22 62746-09	202209 320-53800-43100		*	281.43	
			SERVICE THRU 9/13/2022	CITY OF ST. CLOUD			281.43 000289
10/14/22 00035		9/13/22 02232634	202209 320-53800-43000		*	43.62	
			SERVICE THRU 09/13/2022	ORLANDO UTILITIES COMMISSION			43.62 000290
10/19/22 00007		8/30/22 16473	202210 310-51300-45000		*	5,842.00	
			FY 23 INSURANCE	EGIS INSURANCE ADVISORS, LLC			5,842.00 000291
10/19/22 00001		9/30/22 47	202209 320-53800-46000		*	185.00	
			SEPT 22 GENERAL MAINT.	GMS-CENTRAL FLORIDA, LLC			185.00 000292
10/19/22 00033		10/19/22 3125408	202209 310-51300-31500		*	2,061.50	
			LEGAL FEES THRU 9/30/2022				
		10/19/22 3125410	202209 310-51300-31500		*	1,042.00	
			BOUNDARY AMENDMENT	KUTAK ROCK LLP			3,103.50 000293
				LOKS LIVE OAK LAKES SHENNING			

AP300R
*** CHECK NOS. 000270-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/25/22
LIVE OAK LAKES-GENERAL FUND
BANK B LOL-GENERAL FUND

PAGE 4

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/19/22	00035	10/12/22	02232634 202210 320-53800-43000 SERVICE THRU 10/12/2022	ORLANDO UTILITIES COMMISSION	*	43.63	43.63 000294
TOTAL FOR BANK B						96,174.55	
TOTAL FOR REGISTER						96,174.55	

LOKS LIVE OAK LAKES SHENNING

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

ASSESSMENTS - TAX COLLECTOR

							\$230,264.80	\$772,300.00	\$1,002,564.80
							FY 2022	FY 2022	TOTAL
							.36300.10000	.36300.10000	
							22.97%	77.03%	100.00%
DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNTS/PENALTIES	COMMISSIONS	INTEREST	NET RECEIPTS	O&M Portion	16 DSF Portion	Total
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
12/07/21	DISTRIBUTION	\$745,810.90	\$29,832.33	\$14,319.57	\$0.00	\$701,659.00	\$161,154.04	\$540,504.96	\$701,659.00
12/21/21	DISTRIBUTION	\$98,197.76	\$3,820.50	\$1,887.55	\$0.00	\$92,489.71	\$21,242.64	\$71,247.07	\$92,489.71
01/08/22	DISTRIBUTION	\$8,319.23	\$249.59	\$161.39	\$0.00	\$7,908.25	\$1,816.33	\$6,091.92	\$7,908.25
01/08/22	DISTRIBUTION	\$1,959.26	\$50.25	\$38.18	\$0.00	\$1,870.83	\$429.68	\$1,441.15	\$1,870.83
02/08/22	DISTRIBUTION	\$316.75	\$9.50	\$6.15	\$0.00	\$301.10	\$69.16	\$231.94	\$301.10
02/09/22	DISTRIBUTION	\$11,825.13	\$275.92	\$230.98	\$0.00	\$11,318.23	\$2,599.52	\$8,718.71	\$11,318.23
03/09/22	DISTRIBUTION	\$2,577.19	\$37.90	\$50.79	\$0.00	\$2,488.50	\$571.55	\$1,916.95	\$2,488.50
04/08/22	DISTRIBUTION	\$2,425.34	\$0.00	\$48.51	\$0.00	\$2,376.83	\$545.90	\$1,830.93	\$2,376.83
04/08/22	DISTRIBUTION	\$1,991.46	\$0.00	\$39.82	\$0.00	\$1,951.64	\$448.24	\$1,503.40	\$1,951.64
05/07/22	DISTRIBUTION	\$5,154.38	(\$154.62)	\$106.18	\$0.00	\$5,202.82	\$1,194.96	\$4,007.86	\$5,202.82
06/08/22	DISTRIBUTION	\$5,438.34	(\$163.15)	\$112.03	\$0.00	\$5,489.46	\$1,260.80	\$4,228.66	\$5,489.46
TOTAL		\$1,002,564.80	\$38,743.66	\$19,276.42	\$0.00	\$944,544.72	\$216,939.00	\$727,605.72	\$944,544.72

Assessed on Roll:

		GROSS AMOUNT		ASSESSMENTS	ASSESSMENTS	ASSESSMENTS	AMOUNT
		ASSESSED	PERCENTAGE	COLLECTED	TRANSFERRED	TRANSFERRED	TO BE TFR.
O & M	\$230,264.80	22.9676%	\$216,939.00	(\$216,939.00)	(\$216,939.00)	\$0.00	
DEBT SERVICE FUND	\$772,300.00	77.0324%	\$727,605.72	(\$727,605.72)	(\$727,605.72)	\$0.00	
TOTAL	\$1,002,564.80	100.00%	\$944,544.72	(\$944,544.72)	(\$944,544.72)	\$0.00	

**GROSS
100.00%**

TRANSFERS TO DEBT SERVICE:

DATE	CHECK #	AMOUNT
1/5/22	197	\$697,634.21
3/3/22	209	\$16,483.71
4/25/22	226	\$21,734.99
7/21/22	TXFER	(\$8,247.19)
TOTAL		\$727,605.72
Amount due:		\$0.00

ASSESSMENTS-DIRECT

					\$410,940.09	\$230,864.00	\$989,553.04	\$1,631,357.13
					FY 2022	FY 2022	FY 2022	TOTAL
					.36300.10100	.36300.10100	.36300.10100	
					25.19%	14.15%	60.66%	
DUE DATE	DATE	BILLED AMOUNT	AMOUNT RECEIVED	NET RECEIPTS	O&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
1/1/22	2/2/22	\$538,347.85	\$538,347.85	\$538,347.85	\$135,610.23	\$76,185.12	\$326,552.50	\$538,347.85
4/1/22	2/23/22	\$538,347.85	\$538,347.85	\$538,347.85	\$135,610.23	\$76,185.12	\$326,552.50	\$538,347.85
TOTAL		\$1,491,637.49	\$1,491,637.49	\$1,491,637.49	\$410,940.09	\$230,864.00	\$989,553.03	\$1,631,357.12

	NET AMOUNT	ASSESSMENTS	AMOUNT	AMOUNT
	ASSESSED	COLLECTED	TRANSFERRED	TO BE TFR.
O & M	\$410,940.09	\$410,940.09	(\$410,940.09)	\$0.00
16 DEBT SERVICE	\$230,864.00	\$230,864.00	(\$230,864.00)	\$0.00
20 DEBT SERVICE	\$989,553.04	\$989,553.03	(\$989,553.03)	\$0.00
TOTAL	\$1,631,357.13	\$230,864.00	(\$230,864.00)	\$0.00

ASSESSMENTS COMBINED

	NET AMOUNT	TAX COLLECTOR	DIRECT	NET PERCENTAGE
	ASSESSED	RECEIVED	RECEIVED	COLLECTED
O & M	\$627,389.00	\$216,939.00	\$410,940.09	100.08%
DEBT SERVICE	\$1,946,379.04	\$727,605.72	\$1,220,417.03	100.08%
TOTAL	\$2,573,768.04	\$944,544.72	\$1,631,357.12	\$2,575,901.84

SECTION 3

LIVE OAK LAKE

Community Development District

Unaudited Financial Statements

as of

September 30, 2022

Board of Supervisors Meeting

November 2, 2022

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LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET

September 30, 2022

	Major Funds				Total
	General	Impact Fee Fund	Debt Service Fund	Capital Project Fund	Governmental Funds
ASSETS:					
Cash - Valley 2860	\$403,760	---	---	---	\$403,760
Cash - Suntrust	---	\$568,503	---	---	\$568,503
Due From Other Funds	\$5,049	---	\$1,921	---	\$6,970
Investment - Bank United	\$17,168	---	---	---	\$17,168
Investments - Series 2016:					
Reserve A	---	---	\$956,288	---	\$956,288
Revenue A	---	---	\$370,102	---	\$370,102
Prepayment A			\$18,469	---	\$18,469
Construction	---	---	---	\$253	\$253
Investments - Series 2020:					
Reserve A	---	---	\$989,553	---	\$989,553
Revenue A	---	---	\$355,612	---	\$355,612
Construction	---	---	---	\$89	\$89
Utility Deposits	\$480	---	---	---	\$480
Prepaid Expenses	\$5,000	---	---	---	\$5,000
Total Assets	\$431,457	\$568,503	\$2,691,944	\$342	\$3,692,246
LIABILITIES:					
Accounts Payable	\$15,254	---	---	---	\$15,254
Due to Other Funds	---	\$6,970	---	---	\$6,970
Total Liabilities	\$15,254	\$6,970	\$0	\$0	\$22,224
FUND BALANCES:					
Nonspendable:					
Prepaid items	\$5,480	---	---	---	\$5,480
Restricted for:					
Debt Service	---	---	\$2,691,944	---	\$2,691,944
Impact Fee	---	\$561,533	---	---	\$561,533
Capital Projects	---	---	---	\$342	\$342
Assigned	\$35,000	---	---	---	\$35,000
Unassigned	\$375,722	---	---	---	\$375,722
Total Fund Balances	\$416,202	\$561,533	\$2,691,944	\$342	\$3,670,022
TOTAL LIABILITIES AND FUND BALANCES	\$431,457	\$568,503	\$2,691,944	\$342	\$3,692,246

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending September 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<u>REVENUES:</u>				
Assessments - Tax Collector ⁽¹⁾	\$216,449	\$216,449	\$216,939	\$490
Assessments - Off Roll	\$410,940	\$410,940	\$410,940	\$0
Contributions	\$0	\$0	\$61,092	\$61,092
Interest Income	\$0	\$0	\$26	\$26
TOTAL REVENUES	\$627,389	\$627,389	\$688,996	\$61,607
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,800	\$4,800	\$1,800	\$3,000
FICA Expense	\$367	\$367	\$138	\$230
Engineering	\$15,000	\$15,000	\$12,995	\$2,005
Dissemination	\$5,000	\$5,000	\$5,000	(\$0)
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Property Appraiser	\$576	\$576	\$600	(\$24)
Arbitrage	\$1,100	\$1,100	\$1,100	\$0
Attorney	\$30,000	\$30,000	\$23,881	\$6,119
Annual Audit	\$6,500	\$6,500	\$5,600	\$900
Trustee Fees	\$9,800	\$9,800	\$8,081	\$1,719
Management Fees	\$35,000	\$35,000	\$35,000	\$0
Travel & Per Diem	\$250	\$250	\$0	\$250
Telephone	\$100	\$100	\$0	\$100
Postage	\$1,750	\$1,750	\$1,333	\$417
Printing & Binding	\$500	\$500	\$78	\$422
Insurance	\$5,409	\$5,409	\$7,755	(\$2,346)
Legal Advertising	\$2,500	\$2,500	\$4,989	(\$2,489)
Other Current Charges	\$450	\$450	\$516	(\$66)
Contingency	\$235	\$235	\$0	\$235
Office Supplies	\$250	\$250	\$7	\$243
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Hosting/Compliance	\$1,553	\$1,553	\$1,669	(\$117)
TOTAL ADMINISTRATIVE	\$126,314	\$126,314	\$115,716	\$10,598
<u>FIELD:</u>				
Field Management	\$0	\$0	\$5,000	(\$5,000)
Aquatic Control	\$21,000	\$21,000	\$17,688	\$3,312
Landscape Maintenance-Pond Areas	\$69,882	\$69,882	\$0	\$69,882
Mitigation Maintenance	\$27,900	\$27,900	\$6,930	\$20,970
Contingency	\$2,982	\$2,982	\$3,976	(\$994)
Landscape Maintenance-Nolte Road	\$200,000	\$200,000	\$225,217	(\$25,217)
Landscaping Replacements	\$22,000	\$22,000	\$6,897	\$15,103
Pond Fountain Maintenance	\$5,000	\$5,000	\$4,334	\$666
Irrigation Consultant Services	\$6,000	\$6,000	\$6,000	\$0
Irrigation Repairs	\$25,200	\$25,200	\$6,701	\$18,499
Pressure Wash Cleaning	\$13,660	\$13,660	\$0	\$13,660
Electricity-Street Lights	\$43,611	\$43,611	\$280	\$43,331
Water-Irrigation	\$63,840	\$63,840	\$15,281	\$48,559
Capital Outlay	\$0	\$0	\$61,092	(\$61,092)
TOTAL FIELD	\$501,075	\$501,075	\$359,396	\$141,679
TOTAL EXPENDITURES	\$627,389	\$627,389	\$475,111	\$152,278
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	\$213,885	\$213,885
Net change in fund balance	\$0	\$0	\$213,885	\$213,885
FUND BALANCE - Beginning	\$0		\$202,318	
FUND BALANCE - Ending	\$0		\$416,202	

⁽¹⁾ Represents gross amount collected.

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

IMPACT FEE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending September 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$0	\$0
Impact Fees	\$0	\$0	\$994,663	\$994,663
TOTAL REVENUES	<u>\$0</u>	<u>\$0</u>	<u>\$994,663</u>	<u>\$994,663</u>
<u>EXPENDITURES:</u>				
Stormwater	\$0	\$0	\$452,297	(\$452,297)
TOTAL EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$452,297</u>	<u>(\$452,297)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$542,366</u>	<u>\$542,366</u>
Net change in fund balance	<u>\$0</u>	<u>\$0</u>	<u>\$542,366</u>	<u>\$542,366</u>
FUND BALANCE - Beginning	\$0		\$19,168	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$561,533</u>	

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016
DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending September 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$73	\$73
Assessments - On Roll	\$725,962	\$725,962	\$727,606	\$1,644
Assessments - Direct	\$230,864	\$230,864	\$230,864	\$0
Assessments - Prepayments	\$0	\$0	\$18,469	\$18,469
TOTAL REVENUES	\$956,826	\$956,826	\$977,011	\$20,185
<u>EXPENDITURES:</u>				
<u>Series 2016</u>				
Interest - 11/1	\$330,938	\$330,938	\$330,938	\$0
Interest - 05/1	\$330,938	\$330,938	\$330,938	\$0
Principal - 05/01	\$300,000	\$300,000	\$300,000	\$0
TOTAL EXPENDITURES	\$961,875	\$961,875	\$961,875	\$0
Excess (deficiency) of revenues over (under) expenditures	(\$5,049)	(\$5,049)	\$15,136	\$20,185
Net change in fund balance	(\$5,049)	(\$5,049)	\$15,136	\$20,185
FUND BALANCE - Beginning	\$370,036		\$1,331,643	
FUND BALANCE - Ending	<u>\$364,987</u>		<u>\$1,346,779</u>	

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020
DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending September 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$75	\$75	\$4,314	\$4,239
Assessments - Direct	\$989,938	\$989,938	\$989,553	(\$384)
Assessments - Discounts	\$0	\$0	\$0	\$0
TOTAL REVENUES	<u>\$990,013</u>	<u>\$990,013</u>	<u>\$993,867</u>	<u>\$3,855</u>
<u>EXPENDITURES:</u>				
<u>Series 2020</u>				
Interest - 11/1	\$353,722	\$353,722	\$353,722	(\$0)
Interest - 05/1	\$353,722	\$353,722	\$353,722	(\$0)
Principal - 05/01	\$285,000	\$285,000	\$285,000	\$0
TOTAL EXPENDITURES	<u>\$992,444</u>	<u>\$992,444</u>	<u>\$992,444</u>	<u>(\$0)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$2,431)</u>	<u>(\$2,431)</u>	<u>\$1,423</u>	<u>\$3,855</u>
<u>OTHER FINANCING SOURCES/(USES)</u>				
Interfund Transfer In/(Out)	\$500	\$500	\$12	(\$488)
TOTAL OTHER FINANCING SOURCES/(USES)	<u>\$500</u>	<u>\$500</u>	<u>\$12</u>	<u>(\$488)</u>
Net change in fund balance	<u>(\$1,931)</u>	<u>(\$1,931)</u>	<u>\$1,435</u>	<u>\$3,366</u>
FUND BALANCE - Beginning	\$354,108		\$1,343,730	
FUND BALANCE - Ending	<u>\$352,177</u>		<u>\$1,345,165</u>	

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending September 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$0	\$0
Developer Contributions	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	\$0	\$0
Net change in fund balance	\$0	\$0	\$0	\$0
FUND BALANCE - Beginning	\$0		\$253	
FUND BALANCE - Ending	\$0		\$253	

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ending September 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$100	\$100
Developer Contributions	\$0	\$0	\$145,723	\$145,723
TOTAL REVENUES	\$0	\$0	\$145,824	\$145,824
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$592,810	(\$592,810)
Cost of Issuance	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$592,810	(\$592,810)
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	(\$446,986)	(\$446,986)
<u>OTHER FINANCING SOURCES/(USES)</u>				
Interfund Transfer In / (Out)	\$0	\$0	(\$12)	(\$12)
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	(\$12)	(\$12)
Net change in fund balance	\$0	\$0	(\$446,997)	(\$446,997)
FUND BALANCE - Beginning	\$0		\$447,086	
FUND BALANCE - Ending	\$0		\$89	

**LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Revenue Bonds, Series 2020

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2021				
10/30/20	1	NARCOOSSEE LAND VENTURES, LLC	ACQUISITION COSTS	\$ 1,896,992.98
12/1/20	2	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1895901	\$ 4,735.00
12/1/20	3	HOPPING GREEN & SAMS	LEGAL FEES-INV#118103	\$ 1,350.50
12/1/20	4	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1885506	\$ 4,765.00
12/1/20	5	DBL SURETY, LLC	PERFORMANCE BONDS	\$ 123,316.41
12/8/20	6	NARCOOSSEE LAND VENTURES, LLC	ACQUISITION COSTS-NORTHWEST LAKESIDE GROVES PHASE 2 UTILITY AND ELECTRICAL IMPROVEMENTS	\$ 811,140.98
12/9/20	7	HOPPING GREEN & SAMS	LEGAL FEES	\$ 1,647.00
12/9/20	8	DEWBERRY ENGINEERS INC.	ENGINEERING FEES	\$ 7,482.50
12/10/20	9	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #1 - SPINE ROAD IMPROVEMENTS	\$ 80,162.53
12/24/20	10	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #2 - SPINE ROAD IMPROVEMENTS	\$ 28,203.75
12/24/20	11	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1906348	\$ 5,899.92
12/24/20	12	EGIS INSURANCE ADVISORS, LLC	INSURANCE ON STORED CONSTRUCTION MATERIALS	\$ 7,065.00
1/26/21	13	LIVE OAK LAKE CDD	COST OF ISSUANCE INVOICES DUE BACK TO GENERAL FUND FROM ADVANCE PAYMENT	\$ 22,865.22
1/26/21	14	NARCOOSSEE LAND VENTURES, LLC	TWIN LAKES SPINE ROAD	\$ 817,767.16
2/23/21	15	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1916511	\$ 10,670.26
2/23/21	16	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #3 - SPINE ROAD IMPROVEMENTS	\$ 865,656.50
2/23/21	17	HOPPING GREEN & SAMS	LEGAL FEES INV#119475	\$ 7,084.00
2/23/21	18	HOPPING GREEN & SAMS	LEGAL FEES INV#119912	\$ 3,195.70
2/18/21	19	ARMOROCK LLC	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 38,664.00
2/18/20	20	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 90,430.08
2/18/21	21	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 381,928.34
3/15/21	22	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 83,147.15
3/15/21	23	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 10,729.12
3/15/21	24	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 99,423.60
3/15/21	25	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 25,782.26
3/15/21	26	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 2,746.76
3/15/21	27	HOPPING GREEN & SAMS	LEGAL FEES INV#120455	\$ 667.00
3/15/21	28	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#1926625	\$ 5,145.00
3/15/21	29	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #4 - SPINE ROAD IMPROVEMENTS	\$ 973,889.26
3/29/21	30	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 28,871.66
3/29/21	31	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 44,824.04
3/29/21	32	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 23,840.54
3/29/21	33	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 32,093.36
3/29/21	34	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 5,966.96
3/29/21	35	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 35,197.28
3/29/21	36	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 108,366.00
3/29/21	37	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1937240	\$ 5,470.00
4/26/21	38	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #5 - SPINE ROAD IMPROVEMENTS	\$ 1,332,630.97
4/26/21	39	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 2,692.74
4/26/21	40	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 11,298.72
4/26/21	41	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 95,197.85
4/26/21	42	HOPPING GREEN & SAMS	LEGAL FEES INV#121209	\$ 81.00
5/14/21	43	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 2,392.74
5/14/21	44	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 98,679.09
5/14/21	45	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #6 - SPINE ROAD IMPROVEMENTS	\$ 625,015.73
5/14/21	46	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 2,692.74
5/14/21	47	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 5,469.89
5/14/21	48	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 8,975.80
5/14/21	49	DEL ZOTTO PRODUCTS OF FLORIDA	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 3,517.92
6/2/21	50	NARCOOSSEE LAND VENTURES, LLC	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 101,712.79
6/2/21	51	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1948237	\$ 8,747.50
6/2/21	52	HOPPING GREEN & SAMS	LEGAL FEES INV#122248	\$ 441.00
6/2/21	53	ALLIED PRECAST	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 6,283.06
6/3/21	54	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #7 - SPINE ROAD IMPROVEMENTS	\$ 1,034,545.36
6/3/21	55	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #8 - SPINE ROAD IMPROVEMENTS	\$ 274,450.23
6/3/21	56	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1959766	\$ 10,417.50
9/16/21	57	HOPPING GREEN & SAMS	LEGAL FEES INV#123274	\$ 945.50
VOID	58	DRIGGERS ENGINEERING SERVICES	VOID	\$ -
9/16/21	59	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1971464	\$ 922.50
7/12/21	60	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #9 - SPINE ROAD IMPROVEMENTS	\$ 1,046,720.08
7/29/21	61	FORTUNE WATERWORKS	DIRECT PURCHASES FOR TWIN LAKES CONNECTOR ROAD	\$ 3,799.00
7/29/21	62	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #10 - SPINE ROAD IMPROVEMENTS	\$ 352,999.47
7/29/21	63	DEWBERRY ENGINEERS INC.	ENGINEERING FEES-INV#1984730	\$ 5,162.22
9/16/21	64	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #11 - SPINE ROAD IMPROVEMENTS	\$ 894,632.99
9/16/21	65	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#1998609	\$ 4,525.00
10/29/21	66	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #12 - SPINE ROAD IMPROVEMENTS	\$ 319,632.70
10/29/21	67	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2011769	\$ 5,399.94
10/29/21	68	HOPPING GREEN & SAMS	LEGAL FEES INV#124227,124966,125078	\$ 7,178.96
10/29/21	69	NARCOOSSEE LAND VENTURES, LLC	TWIN LAKES SPINE ROAD COSTS	\$ 42,691.21
10/29/21	70	HOPPING GREEN & SAMS	LEGAL FEES INV#125556	\$ 762.52
10/29/21	71	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2024742	\$ 5,033.11
12/10/21	72	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #13 (REVISED) - SPINE ROAD IMPROVEMENTS	\$ 93,072.91
11/29/21	73	DBL SURETY LLC	SURETY BOND	\$ 21,543.00
11/29/21	74	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #14 - SPINE ROAD IMPROVEMENTS	\$ 18,057.03
11/29/21	75	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #15 - SPINE ROAD IMPROVEMENTS	\$ 151,655.43
12/14/21	76	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2037986	\$ 14,417.50
12/14/21	77	HOPPING GREEN & SAMS	LEGAL FEES INV#126109	\$ 798.00
12/29/21	78	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #16 - SPINE ROAD IMPROVEMENTS	\$ 37,252.29
12/29/21	79	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #17 - SPINE ROAD IMPROVEMENTS	\$ 2,069.57
1/20/22	80	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2052193	\$ -
1/20/22	81	IRRIGATION MANAGEMENT CONSULTING LLC	INV#27657 SPRINKLER SYSTEM	\$ 1,175.00
1/27/22	82	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #18 - SPINE ROAD IMPROVEMENTS	\$ 10,791.90
1/27/22	83	NARCOOSSEE LAND VENTURES, LLC	TWIN LAKES SPINE ROAD COSTS	\$ 351,792.97
1/27/22	84	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2065461	\$ 72.50
2/25/22	85	IRRIGATION MANAGEMENT CONSULTING LLC	INV#27641 AND INV#27667 SPRINKLER SYSTEM	\$ 3,875.00
2/28/22	86	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #19 - SPINE ROAD IMPROVEMENTS	\$ 17,262.58
2/28/22	87	DEWBERRY ENGINEERS INC.	ENGINEERING FEES INV#2078468	\$ 2,032.50
3/31/22	88	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #20 - SPINE ROAD IMPROVEMENTS	\$ 2,013.66
3/31/22	89	HUGHES BROTHERS CONSTRUCTION	PAY APPLICATION #21 - SPINE ROAD IMPROVEMENTS	\$ 430,995.85
TOTAL				\$ 14,171,708.34

Project (Construction) Fund at 11/30/2020	\$ 14,021,149.14
Transfer from Cost of Issuance Account	\$ 3,647.78
Interfund Transfers	\$ 88.82
Contributions	\$ 145,723.44
Interest Income	\$ 487.55
Requisitions Paid thru 6/30/22	\$ (14,171,708.34)
OUTSTANDING REQUISITIONS	\$ -
Remaining Project (Construction) Fund	\$ (611.61)
Total Unassigned	\$ (611.61)

Audit Committee Meeting

SECTION III

SECTION A

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2022
Osceola County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than Friday, November 18, 2022 at 5:00 p.m., at the offices of Governmental Management Services – Central Florida, LLC, Attn: Tricia Adams/Brittany Brookes, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Live Oak Lake Community Development District**” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2022, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

- 1. *Ability of Personnel.* (20 Points)**

(E.g., geographic location of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)
- 2. *Proposer’s Experience.* (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)
- 3. *Understanding of Scope of Work.* (20 Points)**

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.
- 4. *Ability to Furnish the Required Services.* (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity necessary to complete the services required.
- 5. *Price.* (20 Points)**

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.
- TOTAL (100 Points)**

SECTION B

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Live Oak Lake Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located, Osceola County, Florida. The District currently has an operating budget of approximately \$627,389. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2022, be completed no later than June 1, 2023.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: Tricia Adams, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside **"Auditing Services – Live Oak Lake Community Development District."**

Proposals must be received by **5:00 PM on Friday, November 18, 2022**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Tricia Adams, District Manager
Governmental Management Services – Central Florida, LLC