

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

Agenda

February 7, 2024

AGENDA

Live Oak Lake
Community Development District
219 E. Livingston St., Orlando, FL 32801
Phone: 407-841-5524

January 31, 2024

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, February 7, 2024, at 2:30 PM at the West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://us06web.zoom.us/j/83613541694>

Zoom Call-In Information: 1-305-224-1968

Zoom ID: 836 1354 1694

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the August 9, 2023 Board of Supervisors Meeting
4. Consideration of Cancellation of Agreement for Website Auditing Services with Innersync Studio, LTD
5. Consideration of Proposal for Website Migration with ReAlign Web Design
6. Consideration of Arbitrage Services Proposals
 - A. LLS Tax Solutions, Inc.
 - B. AMTEC
7. Ratification of Data Sharing and Usage Agreement with OCPA
8. Consideration of Resolution 2024-01 Relating to the General Election Seats and Qualifying Period Notice and Procedure
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Review of Correspondence Letter with SFWMD
 - C. Field Manager's Report
 - i. Approval of Landscape Bid Package and Request for Proposals
 - ii. Consideration of Proposals for Sod Replacement
 - a. Blade Runners
 - b. Juniper
 - c. Exalt Outdoors
 - D. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet
10. Other Business
11. Supervisors Requests
12. Adjournment

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, **August 9, 2023** at 2:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present and constituting a quorum:

Andrea Stevens
Mel Gray Marshall
Ned Bowman
Kimberly Locher

Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Tricia Adams
Michelle Rigoni
Nicole Stalder
Jarrett Wright

District Manager/GMS
District Counsel, Kutak Rock (*via Zoom*)
District Engineer, Dewberry (*via Zoom*)
Field Services, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order. Four Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams opened up the public comment period.

Ms. Payne-Lewis asked that a fountain be installed in the Greenland's pond for pest control. She also commented on the scheduled Board meetings being cancelled without notification and wanted to know how many meetings are required for the year. She commented on the minutes of the meetings and asked if they were just a synopsis or are they word for word. She felt the minutes did not show who voted yes/no and objections were not noted. She asked if an

“unedited” version would be available to the public. She added comments on the three seats that were occupied and wanted to know what determined when the seats are turned over to residents.

Ms. Rocha asked a question about the main close at Twin Lakes.

Mr. Michael Taylor commented on the problem with no-see-ums in the area.

Hearing no other comments, Ms. Adams closed the public comment period.

THIRD ORDER OF BUSINESS

Public Hearing on the Fiscal Year 2024 Budget

A. Public Comment

Ms. Adams noted the public hearings were to hear comments on the proposed Fiscal Year 2024 budget and imposing special assessments to fund the same. She asked if District Counsel would be ok with one motion for both public hearings. Ms. Rigoni stated they could do both. She asked for a motion to open the both public hearings.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, Opening the Public Hearings, was approved.

Ms. Adams introduced the resolution and the proposed budget. She noted this will approve the budget for FY 2024 starting October 1, 2023 and ending September 30, 2024. She reviewed the proposed budget. She stated the overall total proposed amount for administrative is similar to last year at \$131,676. She added the increases are due to the additional property to maintain and the field expenses are proposed at \$621,560. She noted there was an increase in aquatic control, landscape maintenance, fountain service, new line item for midge management for \$24,000. She noted the proposed amount for the gross assessment per unit for the 35 foot duplexes is \$249.55, for 50 foot is \$356.50, the 70 foot is \$499.10, and the unplatted is at \$63.59. This is an increase from the previous year and all property owners have received mailed notice, general notice and notice of public hearings and posted two days in advance to the meeting.

Ms. Adams noted the debt service for the 2016 bonds, the amortization schedule and the amounts for each. The property tax includes the maintenance fees and the debt fees. There are two bond issues the 2016 and the 2020 bond. The gross assessment for the debt service is the same and does not change year to year. She added the next resolution is for assessments and authorizes the District to collect the fees and the funding.

Ms. Adams asked for any questions from the public regarding the budget. Ms. Lewis commented on contingencies for adding pond fountains and Ms. Adams noted there was a contingency. It was noted there was no plan to add fountains, but there are other plans for midge control. Discussion ensued on midge issues and control plans, spraying, the added amount to the budget to control the midge problems, fountain maintenance, adding fish to the ponds, update notification to the community, stocking plans for the ponds, issues with fish and shrimp.

Other concerns were voiced on the bond issuances and the assessment areas of the 2016 and the 2020 bonds. Ms. Adams asked for a motion to close the public hearing.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, Closing the Public Hearings, was approved.

B. Consideration of Resolution 2023-08 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations

Ms. Adams asked for a motion to approve the fiscal year 2024 budget. The Board had no changes to the budget proposal.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, Resolution 2023-08 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations, was approved.

FOURTH ORDER OF BUSINESS

Public Hearing on the Fiscal Year 2024 O&M Assessments

A. Public Comment

Ms. Adams noted the comment period for the public hearing on the Fiscal Year 2024 O&M assessments had been approved and held at the same time as the public hearing on the budget.

B. Consideration of Resolution 2023-09 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams noted this authorizes the collection and the assessments on the property tax bill.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, Resolution 2023-09, Imposing Special Assessments and Certifying an Assessment Roll, was approved.

C. Direct Collection Agreement with the Developer for FY 2023-2024

Ms. Adams noted this agreement is with the Developer. Ms. Rigoni presented the collection agreement and the collection schedule. Mr. Bowman asked if there was an interest rate on the agreement. Ms. Rigoni noted there was not.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, the Direct Collection Agreement with the Developer for Fiscal Year 2023-2024, was approved.

D. Deficit Funding Agreement with the Developer for FY 2023-2024

Ms. Adams noted this agreement was with Narcoossee Land Ventures, LLC the developer for the FY2023-2024. Ms. Rigoni noted the assessment levels were targeted and no increases beyond a certain point, so the developer agreed to deficit fund any expenses over the targeted revenue amount.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, the Deficit Funding Agreement with the Developer for Fiscal Year 2023-2024, was approved.

FIFTH ORDER OF BUSINESS

**Approval of Minutes of the June 7, 2023
Board of Supervisors Meeting**

Ms. Adams presented the minutes from the Board of Supervisors meeting on June 7, 2023, which can be found in the agenda packet. She asked for any comments, corrections, or questions from the Board. There being no changes, she asked for a motion of approval.

She addressed a previous public question and noted the minutes are presented in summary format and does include a recording of all motions and any opposing members identified. Anyone wishing to hear the recording can notify the District Manager's office. They have been reviewed by District Counsel. The meeting date was clarified as of June 7th. Further comments from Mr. Bowman noted the midge issue was addressed in this meeting and are noted in the minutes.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, the Minutes of the June 7, 2023 Board of Supervisors Meeting, were approved.

SIXTH ORDER OF BUSINESS**Presentation of Fiscal Year 2022 Financial Audit Report**

Ms. Adams presented the Fiscal Year 2022 audit report from Grau & Associates to the Board. She noted the report is a requirement and was a clean report with no findings. The report noted the District is considered to be in compliance with all regulations of auditing standards.

She asked for any questions or comments regarding the report. It was asked if this was mailed to the homeowners. Ms. Adams noted this is supplied to the state of Florida and posted on the District website.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Fiscal Year 2022 Financial Audit Report, was approved.

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

Ms. Rigoni stated she had nothing further to report.

B. Engineer**i. Acceptance of Fourth Annual Conservation Area Monitoring Report**

Ms. Stadler presented the monitoring report which was included in the agenda package. She noted this is an annual requirement to ensure the conservation areas are treated.

On MOTION by Ms. Stevens, seconded by Ms. Marshall, with all in favor, the Fourth Annual Conservation Area Monitoring Report, was approved.

ii. Consideration of Dewberry Proposal for Wetland Year 5 Consulting Services

Ms. Stadler presented the proposal and noted this will ensure compliance and there are no exotic issues. She added this includes coordination services and semi-annual maintenance events that are required which includes the removal and spraying and another report. Ms. Adams noted they confer with the District Engineer in preparing the budget to cover expenses. They will provide

notice to Homeowner's Associations. Mr. Bowman commented on the tree issue and responsiveness.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, the Dewberry Proposal for Wetland Year 5 Consulting Services, was approved.

C. Field Manager's Report

Mr. Wright presented the Field Managers report and updated the Board on the landscape items to include the removal of firebush plants at the roundabout, pond bank erosion repair, new plantings and the individual map for sections to verify results. He explained the purpose of the maps to locate addressing the issues.

Mr. Wright noted the fountain repairs were completed and were operational. He addressed lights and timers. Mr. Wright also explained the midge spray treatments were conducted at pond 13 and 14. He addressed the budget increase.

D. District Manager's Report

Ms. Adams addressed a question on the seats on the Board seats and elections. She explained the process to include the 6 years after establishment and 250 registered voters, the seats will transition from landowner elected to the general election process. She noted the next general election will be 2024 and she explained the qualifications and process for the seats.

i. Check Run Summary

Ms. Adams reviewed the check run summary from June 9, 2023 to August 1, 2023 totaling \$147,753.27. Ms. Adams offered to answer any questions for the Board. Hearing no questions, she asked for a motion of approval.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, the Check Run Summary, was approved.

ii. Balance Sheet

Ms. Adams stated that the financials were included in the agenda package through the end of June. There was no action needed on this item.

iii. Review of the Fiscal Year 2024 Meeting Schedule

Ms. Adams reviewed the proposed Fiscal Year 2024 Meeting schedule starting October 1st. She noted there was a question on how often the Board is required to meet and noted there is no number of required meetings but there are certain events must occur. She added the Board is required to approve a proposed budget by June 15th of every year and adopt a budget by September 15 of every year to be in compliance of Florida statues.

She added this Board has scheduled meetings for the first Wednesday of each month the process of cancellation of meetings.

This proposed meeting schedule is for 2:30 p.m. at the Osceola Branch Library on the 1st Wednesday of each month. She answered a previous question on meeting locations and stated the meeting location must be accessed by the public.

Mr. Bowman made the recommendation for the Chairman to look at the schedule for the July 3rd meeting. Ms. Adams noted the options for this meeting and also the January meeting date. She added a posting is required for meetings. Other discussion ensued on concerns of the locations. It was asked to consider revising the FY24 meeting schedule.

She recommended approval of the schedule now and looking at moving problematic dates. Ms. Adams noted she would check into the feasibility of moving meetings to Veterans' Memorial Public Library in St. Cloud at 4:00 p.m. on the first Wednesday of the month.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, the Fiscal Year 2024 Meeting Schedule, was approved.

**Ms. Locher left the meeting at this time.*

EIGHTH ORDER OF BUSINESS**Other Business**

A question was asked on informing the community of the budget status. Ms. Adams noted the unaudited funds are noted in the balance summary and that is accessible to the public.

NINTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

Ms. Lewis commented on the ponds and the Board should get estimates on additional fountains. Mr. Wright commented on vendors and his responsibilities. It was addressed that the Board is who would approve additional fountains.

Jody on Zoom commented on the public asking for additional items that would increase maintenance costs.

TENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

AGREEMENT BETWEEN THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

THIS AGREEMENT ("**Agreement**") is entered into as of this 4th day of September, 2019 by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 313 Campus Street, Celebration, Florida 34747 (the "**District**"), and

INNERSYNC STUDIO, LTD., d/b/a CAMPUS SUITE, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

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

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

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

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

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

SECTION 2. SCOPE OF WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. INITIAL WEBSITE REMEDIATION. Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1,500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("**Compliance Shield**");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;
- ix. secure "https" certification and provide secure "cloud" hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and

newsletter, as applicable or necessary to the District;

xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;

xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. MAINTENANCE. Starting October 1, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

i. remediate new documents, up to seven hundred fifty (750) pages per year, identified by the District to accessible formats for assistive technologies. For any agenda packages, Contractor shall turn around the remediated version within two (2) business days. Any updates or fixes to the agendas requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;

ii. remediate documents in Section 2(B)(i) above to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;

iii. manage and maintain the Website;

iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;

v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;

vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

C. ADDITIONAL SERVICES. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. INITIAL WEBSITE REMEDIATION. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of Two Thousand

Seventy-Five Dollars (\$2,075.00) plus Ninety-Eight Cents (\$0.98) per page remediated pursuant to Section 2(A)(ii). The District shall pay Contractor fifty-percent (50%) of the fee upon execution of this Agreement by the Parties. District shall pay Contractor the remaining fifty-percent (50%) upon substantial completion of the Services provided in Section 2(A).

B. MAINTENANCE. For performance of the Services provided in Section 2(B) of this Agreement, starting October 1, 2019, the District shall pay Contractor One Thousand Five Hundred Fifty-Two Dollars and 56/100 Cents (\$1,552.56), payable in four (4) equal quarterly installments of Three Hundred Eighty-Eight Dollars and 14/100 Cents (\$388.14). Parties understand and acknowledge that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("**Annual Max Pages**").

C. ADDITIONAL CONVERSIONS. For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page remediated. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

D. INVOICES; PAYMENT. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. TERMINATION. The District agrees that 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. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content

(including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license,

convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content 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 Sandra Demarco ("**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 Work; 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM, OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.

SECTION 8. INDEMNITY.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

SECTION 9. 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 the Contract.

SECTION 10. GENERAL PROVISIONS.

A. CONFLICTS. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

B. 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 Agreement.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. 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 fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Pasco, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall

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

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

H. 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 actual damages 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.

I. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: Innersync Studio, Ltd.,
d/b/a Campus Suite
752 Dunwoodie Drive
Cincinnati, Ohio 45230
Attn: Steven Williams

If to District: Live Oak Lake Community Development District
313 Campus Street
Celebration, Florida 34747
Attn: District Manager

With a copy to: Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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.

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. 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.

L. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

R. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:


LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT


Secretary

 9/4/19
Chairperson, Board of Supervisors

WITNESS:

INNERSYNC STUDIO, LTD., D/B/A
CAMPUS SUITE, an Ohio limited
liability company


Print Name: Ted Saul



By: Steven Williams, 9/4/2019 (Title)

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service Pricing and Statement of Work

Pricing

Effective date: 2019-06-21

Implementation

Onboarding of ADA Compliant Website and Remediation of Historical Documents

Quantity

1

Subtotal

\$2,075.00

- Migration website pages and present on a staged website for approval
- Initial PDF Accessibility Compliance Service for 1500 pages of remediation

Ongoing services

Website services

Quantity

1

Subtotal

615.00

- Hosting, support and training for users
- Website management tools to make updates
- Secure certification (https)
- Monthly site reporting, monitoring and error corrections

Ongoing PDF Accessibility Compliance Service

750*

\$937.50

- Remediation of all PDFs stored on your website
- Remediation of up to 750 PDF pages
- Dashboard for reporting and managing all PDFs
- 48-hour turnaround for fixes for board agendas
- PDF manager dashboard

Social Media Manager

Included

Total:

\$3,627.50

**Maximum PDF pages per 12 month period*

Statement of work

1. On-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:

1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
3. Display an ADA compliance shield, seal, or certification;
4. Provide options to create a CDD-branded design (colors, logo, etc...)
5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
6. Be free of any commercial advertising;
7. Be free of any known spyware, virus, or malware;
8. Secure certification (https)
9. Secure cloud hosting with fail-overs
10. Allow for data backups, and record retention as required by law;
11. Allow for the display a calendar, reservation request form, and newsletter;
12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*

2. Domain Fee. The Contractor shall pay the annual fee for the domain name of the District’s website.

3. Maintenance and Management of the Website.

1. Contractor will manage and maintain the website;
2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;*
1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will

provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

SECTION V



Align the future. ReAlign the past.

Customized Website Migration Proposal
for:

**Live Oak Lake
Community Development District**

October 26, 2023

Project Scope

Website Design Overview

1. Project Background and Description

Live Oak Lake CDD (the client) is seeking to migrate their existing website from the Campus Suite platform, to be recreated in WordPress and hosted on GMS servers for maintenance and updates (<https://www.liveoaklakecdd.org/>).

2. Project Scope

ReAlign Web Design (the company) will create and design a new website for **the client**. All posted documents and information will be transferred to the new website in WordPress. The website will aim to portray the CDD in a professional image while serving several functions such as; district information center, document storage, Florida statute requirement fulfillment, and ADA compliance.

The website will have standard security including antivirus, firewall and SSL encryption. The website will be compliant with Section 508 of the Americans with Disabilities Act (ADA) and will maintain a conformance level of AA with the Web Content Accessibility Guidelines 2.1 (WCAG 2.1).

The project is considered finished when **the client** is satisfied with the implementation of the website provided, within reason. **The company** will provide an invoice upon completion and implementation of the website. Any further revisions beyond the finished website may be subject to a fee.

3. Deliverables

The company: One completed WordPress website, site content and documents, website security, antivirus and firewall, SSL implementation, domain transfer (if necessary), DNS and hosting setup, ADA Section 508 compliance and WCAG 2.1 AA conformity.

The client: Payment upon completion and invoice receipt and any content required to complete the project within the scope of work including proprietary property.

4. Price - \$1,750 Upon Completion

The company will bill \$1,750 upon completion of the finished website.

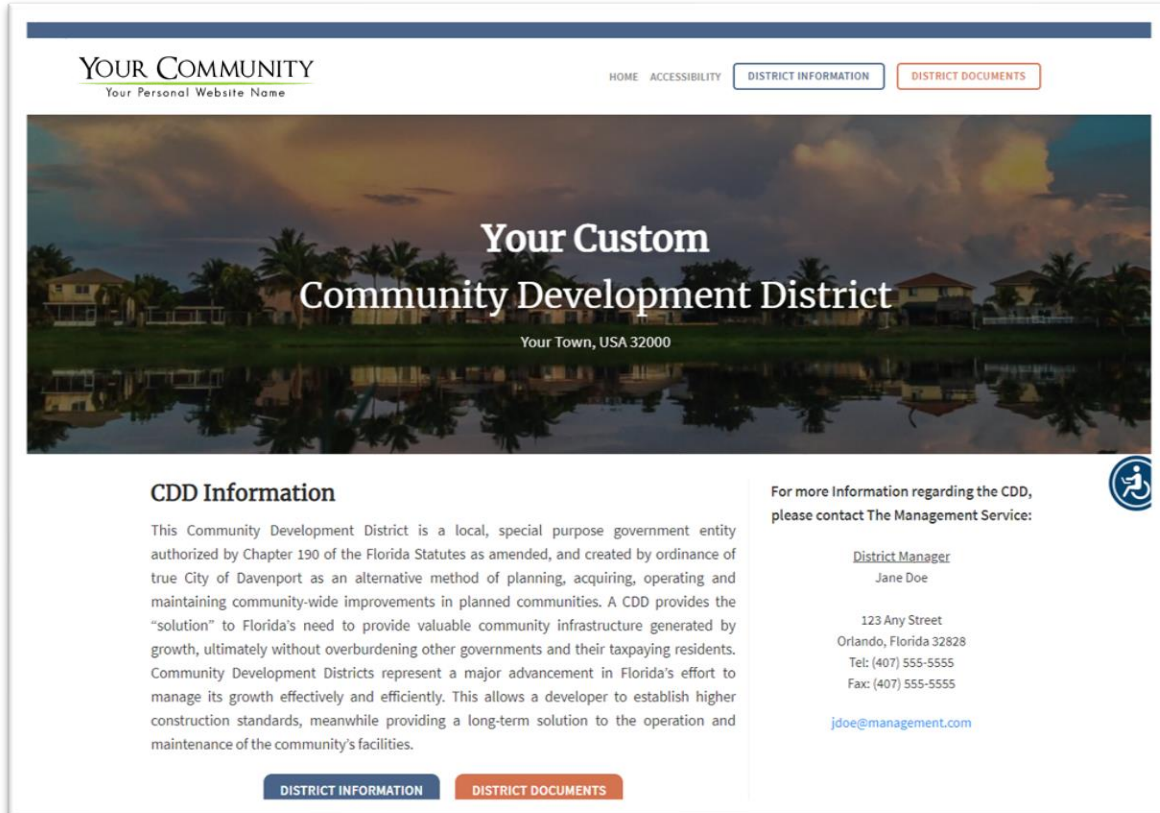
5. High-Level Timeline/Schedule

The company will utilize best efforts to deliver the completed website within one week of an executed agreement and authority to proceed.

Demo Content – Everything is Customized

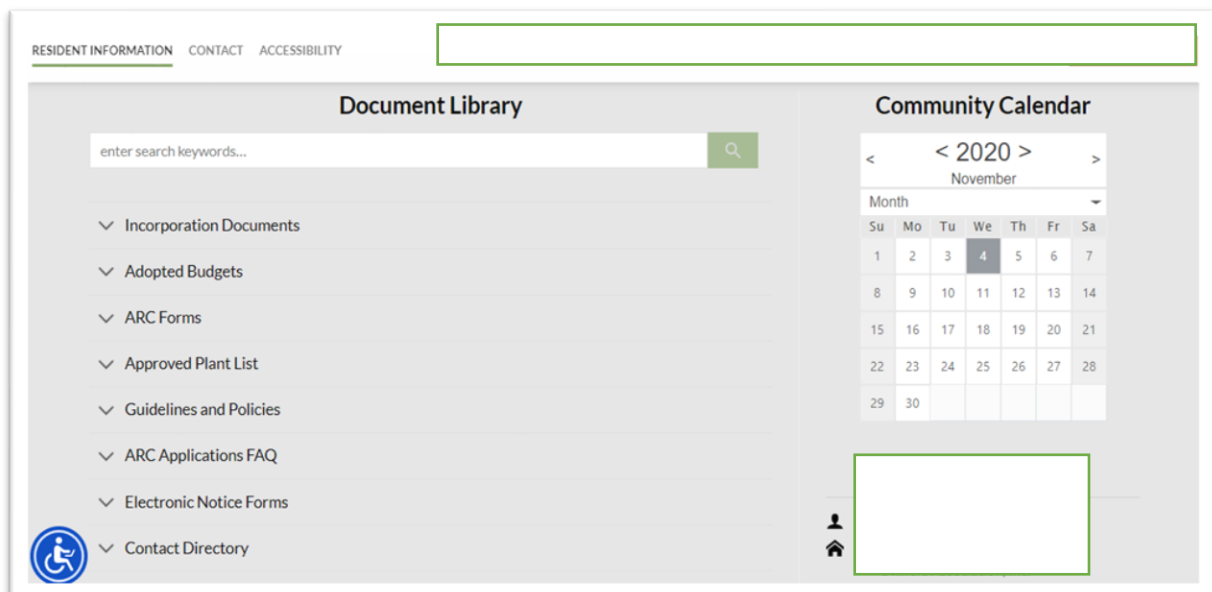
Custom Website Design

Featuring a welcome page with public information, community features and documents.



Document Storage

Quickly search, find, and download community documents like budgets, notices, and more.




Community Information

Display the current board, meeting notices, and other important information.

BOARD OF DIRECTORS


CDD Board



TROY GRAY
BOARD MEMBER

f t i in


Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.



JULY WOOD
BOARD MEMBER

f t i in


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NICO VULTURE
BOARD MEMBER

f t i in

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.



RICHY LACE
BOARD MEMBER

f t i in

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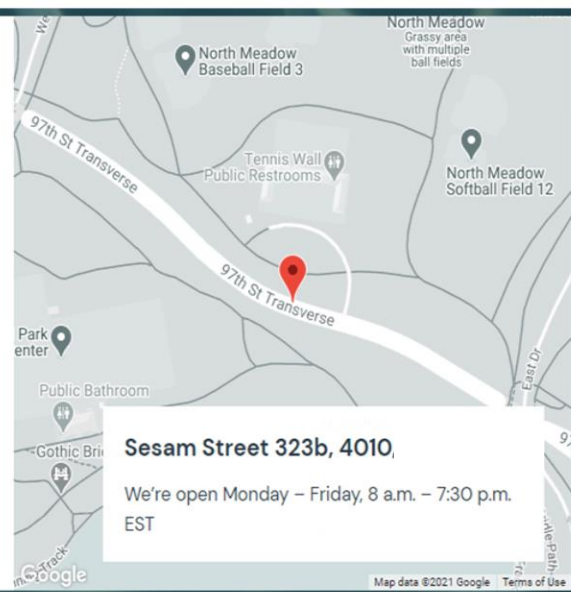
Easy Contact

Custom contact options that notify the board and/or management company.

GET IN TOUCH

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat.

SUBMIT



Sesam Street 323b, 4010

We're open Monday – Friday, 8 a.m. – 7:30 p.m. EST

Map data ©2021 Google Terms of Use

Indemnification: The Company warrants that all accessibility compliance seals warrant a passing grade from the UserWay accessibility testing widget at the time of testing according to the standards set forth by UserWay. The Company does not independently verify the accuracy of accessibility tests. The Client specifically recognizes and acknowledges that ADA Section 508 guidelines and WCAG 2.1 guidelines are constantly changing and that at the time of this Agreement there is no single definitive authority on digital accessibility standards. Upon acceptance of the completed website, the Client assumes title to the website along with all responsibility for maintaining ADA 508 and WCAG 2.1 conformity and compliance. At the moment of transfer of title of the website to the Client and thereafter in perpetuity, the Client shall indemnify, defend and hold Company and its owners, shareholders, officers, directors, partners, partnerships, affiliates, subsidiaries, divisions or employees, authorized agents, independent contractors and permitted assigns ("Company Indemnified Parties") harmless from and against any and all claims, suits, actions, demands, and proceedings of any kind ("Claims"), threatened, asserted or filed against Company or any and all Company Indemnified Parties by any third party, and any damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' fees, witness fees and court costs) which may be incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), regarding non-compliance with any ADA Section 508 guidelines and WCAG 2.1 guidelines or similar regulations and cannot be held liable for any lawsuits arising therefrom.

Approval and Authority to Proceed

We approve the project as described above and authorize the team to proceed.

Service	Acceptance
Website creation - \$1,750 one-time fee	
ADA Compliance Audits - \$960 annually	

Approved By

Date

SECTION VI

SECTION A



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

September 8, 2023

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 B

**Arbitrage Rebate Computation
Proposal For
Live Oak Lake
Community Development District
\$15,550,000 Capital Improvement Revenue Bonds,
Series 2016
\$16,275,000 Capital Improvement Revenue Bonds,
Series 2020**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

September 12, 2023

Live Oak Lake Community Development District
c/o Ms. Tricia Adams
District Manager
Government Management Services – CF, LLC
219 East Livingston Street
Orlando, FL 32801

Re: Live Oak Lake Community Development District Tax-Exempt Bond Issues:
\$15,550,000 Capital Improvement Revenue Bonds, Series 2016 &
\$16,275,000 Capital Improvement Revenue Bonds, Series 2020

Dear Ms. Adams:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Live Oak Lake Community Development District (the “District”) Series 2016 and Series 2020 bond issues (the “Bonds”). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,300 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District’s Bonds. We have established a "bond year end" of August 17th for the Series 2016 Bonds and September 30th for the Series 2020 Bonds, based upon the dates referenced in the prior consultant’s arbitrage reports.

Proposal

We are proposing rebate computation services based on the following:

- \$15,550,000 Capital Improvement Revenue Bonds, Series 2016
- \$16,275,000 Capital Improvement Revenue Bonds, Series 2020
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Bonds is \$450 per year, per bond issue and will encompass all activity from the dates of the closings through the next Computation Date. The fee is based upon the size as well as the complexity. Our fees are payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following tables.

AMTEC Professional Fee – \$15,550,000 Capital Improvement Revenue Bonds, Series 2016

Report Date	Type of Report	Period Covered	Fee
September 30, 2023	Rebate and Opinion	Closing – August 31, 2023 (2 Years of Activity)	\$ 900
July 31, 2024	Rebate and Opinion	Closing – July 31, 2024	\$ 450
July 31, 2025	Rebate and Opinion	Closing – July 31, 2025	\$ 450
August 17, 2026	Rebate and Opinion	Closing – August 17, 2026	\$ 450

AMTEC Professional Fee – \$16,275,000 Capital Improvement Revenue Bonds, Series 2020

Report Date	Type of Report	Period Covered	Fee
September 30, 2023	Rebate and Opinion	Closing – September 30, 2023	\$ 450
September 30, 2024	Rebate and Opinion	Closing – September 30, 2024	\$ 450
September 30, 2025	Rebate and Opinion	Closing – September 30, 2025	\$ 450
September 30, 2026	Rebate and Opinion	Closing – September 30, 2026	\$ 450
September 30, 2027	Rebate and Opinion	Closing – September 30, 2027	\$ 450

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement
2. IRS Form 8038-G
3. Closing Memorandum
4. US Bank statements for all accounts from the most recently prepared rebate report through each report date

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

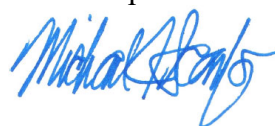
The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2023.

Live Oak Lake
Community Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____

By: Michael J. Scarfo
Senior Vice President

SECTION VII



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

Live Oak Lake CDD

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

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

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

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2024** and shall run until **December 31, 2024**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

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

OSCEOLA COUNTY PROPERTY APPRAISER

Signature: _____

Print: Katrina S. Scarborough

Date: 1/29/2024

Live Oak Lake CDD

Signature: _____

Print: _____

Title: _____

Date: _____

Please return signed **original copy**, no later than January 31, 2024

2505 E IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34744
(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

SECTION VIII

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE OSCEOLA COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND 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 unincorporated Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Osceola County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by M. Scott Stearns and Seat 2, currently held by Andrea Stevens are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on

the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this ____ day of _____ 2024.

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Live Oak Lake Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Osceola County Supervisor of Elections located at 2509 E. Irlo Bronson Memorial Highway, Kissimmee, Florida 34744; Ph: (407) 742-6000. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Live Oak Lake Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Osceola County Supervisor of Elections.

Publish on or before May 27, 2024.

SECTION IX

SECTION B

SECTION 1



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

November 21, 2023

Scott Stearns
Live Oak Lake Community Development District
370 Center Pointe Circle Suite 1136
Altamonte Springs, FL 32701

Delivered via email

**Subject: Twin Lakes Phases 3-8
First Notice of Noncompliance
Environmental Resource Permit (ERP) No. 49-02449-P
Osceola County**

Dear Mr. Stearns:

As discussed with South Florida Water Management District (District) staff via email on November 7, 2023, this letter is to provide notification that an inspection of the referenced project was conducted by District staff on November 3, 2023. This inspection and a concurrent review of our files indicate that the project is not in compliance with the conditions of the ERP; specifically, items that need to be addressed include the following:

1. Special Condition No.13 of Application 140721-1 states that maintenance in perpetuity shall insure that the conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic plant species shall not exceed 5% of total cover between maintenance activities. As noted in the enclosed field inspection report, Peruvian primrose willow is in excess of the permitted 5% threshold.
2. The inspection revealed that many wetland trees within the conservation easement are dead and nonviable. These trees can pose a hazard to neighboring properties and individuals. If you would like to remove the hazardous dead trees, please prepare a hazardous tree removal plan that notes the location of the trees proposed to be removed and note what native wetland species trees will be planted to replaced the removed hazardous trees. Please submit this plan to the District for approval prior to removal of the hazardous trees.

The District requests correction of noncompliance items noted above within 30 days of the date of this letter.

If you have any questions or require additional assistance, please contact Daniel Albrecht at (407) 858-6100 ext. 3820 or via email at dalbrech@sfwmd.gov.

Sincerely,

A handwritten signature in blue ink that reads "Daniel Albrecht".

Daniel Albrecht
Environmental Analyst 2, Environmental Resource Bureau

eEnclosures: Location Map

([49-02449-P Location Map.pdf](#))

November 03, 2023 Field Inspection Report

([49-02449-P ENV InspectionRpt 20231103.pdf](#))

Conservation Easement Map

([49-02449-P ENV ConservationEasementMap 20231103.pdf](#))

c: Jill Burns, Live Oak Lake Community Development District (E-Mail)

This document is filed in the ePermitting system under Permit Number 49-02449-P via the Application/Permit Section on the Records Search home page

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

219 E. Livingston St., Orlando, FL 32801
Phone: 407-841-5524

December 5, 2023

Mr. Daniel Albrecht
South Florida Water Management District (SFWMD)
1707 Orlando Central Parkway, Suite 200
Orlando, FL 32809

**Subject: Twin Lakes Phases 3-8
First Notice of Noncompliance
Environmental Resource Permit (ERP) No. 49-02449-P
Osceola County**

Dear Mr. Albrecht:

We offer the following information in response to comments received, dated November 21, 2023, regarding the above referenced project. We have included our responses, which correspond to the order your comments were presented and appear in bold type.

1. Special Condition No.13 of Application 140721-1 states that maintenance in perpetuity shall insure that the conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic plant species shall not exceed 5% of total cover between maintenance activities. As noted in the enclosed field inspection report, Peruvian primrose willow is in excess of the permitted 5% threshold.

Response: Acknowledged. The routine vegetative maintenance has been scheduled. This annual maintenance is traditionally completed in the fall/winter.

2. The inspection revealed that many wetland trees within the conservation easement are dead and nonviable. These trees can pose a hazard to neighboring properties and individuals. If you would like to remove the hazardous dead trees, please prepare a hazardous tree removal plan that notes the location of the trees proposed to be removed and note what native wetland species trees will be planted to replace the removed hazardous trees. Please submit this plan to the District for approval prior to removal of the hazardous trees.

Response: The conservation area has been maintained in its natural state, per the permit. The landscape management company for Live Oak Lake Community Development District (CDD) has periodically addressed issues on individual lots. Currently, the CDD does not wish to request a tree removal plan.

Should you have any questions or require additional information, please contact Tricia Adams, District Manager.

Sincerely,

Tricia Adams
407-841-5524 Ext. 138
Email: tadams@gmscfl.com

cc: Nicole Stalder, Dewberry Engineers, Inc
Sarah Sandy, District Counsel, Kutak Rock, LLP
Live Oak Lake CDD Board of Supervisors

SECTION C

Live Oak Lake CDD

Field Management Report



February 7th, 2024

Jarett Wright

Field Manager

GMS

Landscaping Update

Landscape Items

- Due to a failure to meet maintenance expectations we are recommending replacing Juniper as the CDD landscape vendor.
- The formal bid packet was generated, and we recommend starting the process immediately.
- Received 3 proposals to replace the damaged sod along Nolte BLVD.
- Contract mulching is currently in progress.



Fountain Repairs

- ✚ The fountain located adjacent to the clubhouse tennis courts currently has a broken impeller. This part is under warranty and will be replaced in the next few weeks.
- ✚ Previously identified electrical issues with some of the fountains have been repaired. There have been no outages reported with these fountains since the repairs were completed.
- ✚ All fountains were serviced on 1/29/2024.



Aquatic Midge Control

Midge Treatments

- ✚ Continuing to monitor the health of the littoral plantings. Most of the areas are establishing properly and are improving each month.
- ✚ Midge spray treatments are being conducted for 5 ponds with the biggest issues. This includes the 3 large ponds south of Nolte, and both ponds at the main HOA clubhouse.
- ✚ The fish installation is being scheduled closer to spring so that there are no issues with transition during the winter.



Contracted Services

Aquatic Maintenance

- ✚ Numerous issues with the quality of the aquatic's treatments have been discussed with the current vendor.
- ✚ The presence of invasive shoreline weeds, torpedo grass, and other vegetation were not being maintained to the expected standards.
- ✚ After several onsite meetings the issues have been addressed. Invasive species were spray treated and the dead foliage will be removed in the coming weeks.
- ✚ Wildlife signage was installed at all ponds that were missing signs.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at JWright@gmscfl.com. Thank you.

Respectfully,
Jarett Wright

SECTION 1

PROJECT MANUAL

FOR

**LANDSCAPE & IRRIGATION
MAINTENANCE SERVICES**

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
Osceola County, Florida

Date of Issue: [February 23rd], 2024 at [9:00] a.m.

Due Date: [March 25th], 2024 at [11:00] a.m.

PROJECT MANUAL
TABLE OF CONTENTS

- I. PUBLIC NOTICE
- II. INSTRUCTIONS TO PROPOSERS
- III. EVALUATION CRITERIA
- IV. AFFIDAVIT REGARDING PROPOSAL
- V. PROPOSAL FORMS
PROPOSAL SUMMARY SHEET
PART I – GENERAL INFORMATION
PART II – PERSONNEL AND EQUIPMENT
PART III – EXPERIENCE
PART IV - PRICING
SIGNATURE PAGE
- VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND
PURCHASING, E-VERIFY, AND NON-COLLUSION
- VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
AGREEMENT

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

I. PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT Osceola County, Florida

Notice is hereby given that the Live Oak Lake Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by **sending an email to jwright@gmscfl.com**. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit a written proposal **AND** a PDF file on a flash-drive no later than **March 25th , 2024 at 11:00 a.m. (EST)** to Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Jarett Wright. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the day of the pre-proposal meeting. 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 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 aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical

errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com.

All proposals will be publicly opened at a meeting of the District to be held at **11:15 a.m. (EST), March 25th, 2024**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District’s Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 219 East Livingston Street, Orlando, Florida 32801 or by phone at 407-841-5524.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 407-841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Live Oak Lake Community Development District
Tricia Adams, District Manager

DATE/TIME	EVENT
[February 16th], 2024	RFP Notice is issued.
[February 23rd], 2024 at 9:00 a.m.	Electronic RFP package available for download upon request. (“Proposal Pick-Up Time”)
[February 23rd], 2024 to [March 25th], 2024	Site is available for inspections and bidder review.
[February 28th], 2024 at [10:30] a.m.	Mandatory pre-proposal meeting.
[March 13th], 2024 at 5:00 p.m.	Deadline for questions.
[March 25th], 2024 at [11:00] a.m.	Proposals submittal deadline.
[March 25th], 2024 at [11:15] a.m.	Public meeting to open bids.
[April 3rd], 2024 at [2:30] p.m.	Board Meeting to evaluate proposals received.

II. INSTRUCTIONS TO PROPOSERS

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services Osceola County, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer(s)**”) no later than **[March , 25th], 2024, at [11:00] a.m. (EST)**, at Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Attention: Clayton Smith & Jarett Wright.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
[February 16th], 2024	RFP Notice is issued.
[February 23rd], 2024 at 9:00 a.m.	Electronic RFP package available for download upon request. (“Proposal Pick-Up Time”)
[February 23rd], 2024 to [March 25th], 2024	Site is available for inspections and bidder review.
[February 28th], 2024 at [10:30] a.m.	Mandatory pre-proposal meeting.
[March 13th], 2024 at 5:00 p.m.	Deadline for questions.
[March 25th], 2024 at [11:00] a.m.	Proposals submittal deadline.
[March 25th], 2024 at [11:15] a.m.	Public meeting to open bids.
[April 3rd], 2024 at [2:30] p.m.	Board Meeting to evaluate proposals received.

3. **[MANDATORY] PRE-PROPOSAL MEETING.** There will be a **[mandatory]** pre-proposal meeting beginning at **[10:30] a.m. on [February 28th], 2024**, and located at **1408 Hamlin St. Unit E, St. Cloud, FL, 34771**. Proposers who do not attend the pre-proposal meeting may be disqualified, in the District’s sole discretion.

4. **SIGNATURE ON PROPOSAL; CORRECTIONS.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered. In addition, the

proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

5. [RESERVED]

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

7. 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 as well as the District’s operating rules and procedures. 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.

8. PROJECT MANUAL. The “Project Manual” and any addenda thereto, will be available from the District’s Manager by sending an email to jwright@gmscfl.com beginning [February 23rd], 2024 at 9:00 a.m. Proposers shall obtain a Project Manual prior to the mandatory pre-proposal meeting.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.

10. 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, if 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.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Clayton Smith at csmith@gmscfl.com and Jarett Wright at jwright@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after **[March 13th], 2024, at 5:00 p.m.** will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit **one (1) hard copy** and one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Live Oak Lake Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened **[March , 25th], 2024, at [11:15 a.m.] (EST)**, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

13. 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.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least 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. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

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

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about October 1, 2024, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each

Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the Mandatory Pre-Proposal Meeting. All other requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead in the Board’s discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District’s best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer’s facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District’s best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. 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.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award

and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. 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 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 aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Tricia Adams at tadams@gmscfl.com.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand

dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

III. EVALUATION CRITERIA

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM

AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on [April 3], 2024, at [2:30] p.m., but the District reserves the right to reschedule any such meeting.

IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Live Oak Lake Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will

be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

V. PROPOSAL FORMS

PROPOSAL FORM FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services – Central Florida, LLC,
on or before [March 25], 2024 at [11:00am] (EST)

TO: Live Oak Lake Community Development District

FROM: _____
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Live Oak Lake Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

**PROPOSAL FORM
PROPOSAL SUMMARY SHEET**

I, _____ REPRESENTING _____
Company and/or Corporation ("Proposer"), agree to furnish the services required in the
scope/specifications at the following prices:

I. Contract Proposal Amount: \$ _____
*(Please provide an average of
all five years of pricing)*

Annual Total, Year 1: \$ _____

Annual Total, Year 2: \$ _____

Annual Total, Year 3: \$ _____

Annual Total, Year 4: \$ _____

Annual Total, Year 5: \$ _____

II. Proposer Information

NAME OF PROPOSER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

PROPOSAL FORM
PART I – GENERAL INFORMATION

● *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

● *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ____ No ____

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER:_____

DATE:_____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

--	--	--	--

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*
Yes ____ No ____
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2023 = _____

2022 = _____

2021 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:*

-
- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:*

PROPOSAL FORM PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract and any potential renewal terms. It is assumed that prices will remain the same through each of the four potential annual renewal terms unless Proposer provides otherwise in the pricing form.

Please complete the Pricing Form on the following page or, alternatively, in the Excel Pricing Form provided as part of the Project Manual package (collectively, the “Pricing Form”). The District reserves the right to reject any and all proposals, in its sole and absolute discretion, that make modifications to the Pricing Form, as it is deemed in the best interests of the District.

Live Oak Lake CDD Landscape Fee Summary

Contractor:

Property: Live Oak Lake CDD

Address:

Address:	219 E. Livingston St.
	Orlando, Florida, 32801

Phone:

Phone: 407-750-3599

Fax:

Contact:

Contact: JWright@gmscfl.com

Email:

Email:

[illegible][illegible][illegible]

1. Please fill in the Contractor information at the top left portion of the page.

2. General Services - Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.

3. Turf Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work .

4. Tree/Shrub Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.

5. Bedding Plants - Fill in the quantity of plants to be installed each rotation if not already listed, then fill in the dollar amount to purchase and install that quantity in the months specified in the Scope of Work. Also insert the number of plants installed in each rotation below the dollar amounts in the months they are to be installed.

6. Bed Dressing - Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and Nov.

7. Palm Trimming - Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.

8. Irrigation Maintenance - Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known (not required)

**PROPOSAL FORM
SIGNATURE PAGE**

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND
PURCHASING, E-VERIFY, AND NON-COLLUSION**

***THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

Name of Proposer: _____

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
 - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Landscape and Irrigation Maintenance Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

_____ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

E-Verify

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Live Oak Lake Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2024

Notary Public Signature

Notary Stamp

**VII. FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES AGREEMENT**

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____
2024, 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

_____, a Florida _____, with an address of
_____ (“**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, 2024, to September 30, 2025 (“**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 _____ **Dollars (\$_____)** 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: _____

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 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 **Jill Burns** ("**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 JBURNS@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 agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control

Act of 1986, as amended, and Section 448.095, 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.

S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. 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:

[CONTRACTOR]

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 work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is 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. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

General Services- Component “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.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

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. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia 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”. Mowing heights will be set at 2”–3” for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger discharging clippings away from the water. Any pond 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.

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 prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

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. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

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 turf height specifications. String trimming shall be completed with each mowing cycle.

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 management.

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.

Blowing

When using mechanical blowers 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.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments 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.

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 at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. 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 detail rotations.

Pruning

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.

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 management.

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. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

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.

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.

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. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

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.

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.

Weed Control

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 or string trimmed.

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.

Trash Removal

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.

Policing

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.

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.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

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, however the vendor should always have them should management request.

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 is satisfactory. *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.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. 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. The intent is for maintenance personnel to familiarize themselves with the site.

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.

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 state of FL. 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.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

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 busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

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

Monthly Application schedule – St. Augustine

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

Application Requirements: Fertilization

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.

BAHIA – Where Applicable (Irrigated areas only)

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

Monthly Application Schedule - Bahia

March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

June: Chelated Iron application and Mole Cricket control.

October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

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.

Zoysia

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

Monthly Application Schedule - Zoysia

January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.

March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.

April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.

May: Fertilization

June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.

August: spot treat weeds as necessary, inspect/treat fungal activity.

September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.

November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.

December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

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.

Insect/Disease Control

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.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

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. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

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.

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.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

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.

Application Requirements: Fertilization

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.

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.

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.

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.

There will be a deep root feeding on an as needed basis to establish newly planted trees. 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.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors’ recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

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.

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.

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.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

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.

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.

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 the contractor determined 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.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

Activate each zone of the system.

Visually check for any damaged heads or heads needing repair.

Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.

Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.

Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.

Leave areas in which repairs or adjustments are made free of debris.

Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.

Contractor will provide a written report of the findings by zone. Qualifying Statements

Repairs

Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.

Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.

Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "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.

E. 1 - 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.

Schedule

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.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

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.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

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.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

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.

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.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

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.

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.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

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”. Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris 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. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

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.

E.3 - Palm Trimming Schedule

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.

All palms less than 15’ will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15’ will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15’ will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

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.

When trimming, cut the frond close to the trunk without leaving “stubs”.

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

Exhibit B: Landscape Maintenance Map

Live Oak Lake CDD

**Green - CDD owned
and maintained Tracts.**

**Purple - HOA
owned Tract
including the
monument and
fencing. HOA is
responsible for
maintenance in this
area.**

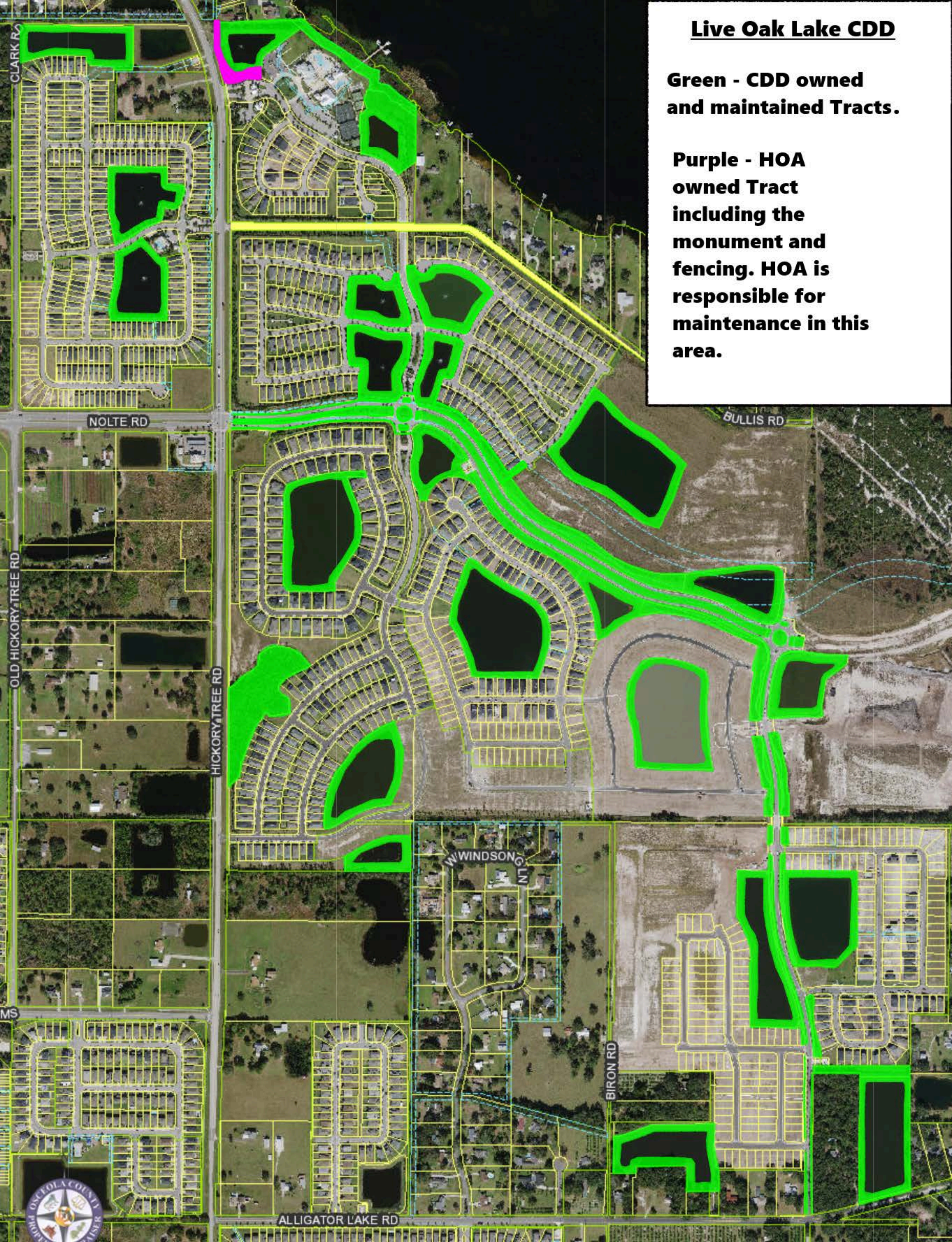


Exhibit C: Fee Summary

Live Oak Lake CDD Landscape Fee Summary

Contractor:

Address:

Phone:

Fax:

Contact:

Email:

Property: LIVE OAK LAKE CDD

Address: 219 E. Livingston St.
Orlando,
Florida,
32801

Phone: 407-201-1514

Contact: Jarett Wright

Email: jwright@qmscfl.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing													\$0
TURF CARE (Component B) Bahia/St Augustine/Zoysia													\$0
TREE/SHRUB CARE (Component C) Tree/Shrub Fert													\$0
IRRIGATION MAINT. (Component D)													\$0
ANNUAL CHANGES - None at this time (Component E.1) <i>Per Annual Pricing: Count:</i>				<i>Count:</i>			<i>Count:</i>			<i>Count:</i>			\$0
BED DRESSING - Estimate mulch yds (Component E.2) <i>Per Yard Pricing:</i>					<i>Mulch Yds</i>						<i>Mulch Yds</i>		\$0
PALM TRIMMING (Component E.3) <i>Per Palm Price:</i> <i>Palm counts:</i>													\$0
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$0												
Extra Services Annual Changes, Palm Pruning, Mulch	\$0												
TOTAL	\$0.00												

Initials _____

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 _____, 2024 (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

_____, a Florida _____, with an address of _____
 (“**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

[CONTRACTOR]

By: _____
Its: _____

Exhibit A Proposal for Additional Services

SECTION 2

SECTION a.

Blade Runners Commercial Landscaping
Orlando, LLC
19 N Texas Ave
Orlando, FL 32805

Estimate

Date	Estimate #
12/19/2023	551

Name / Address
Live Oak Lake CDD

Description	Qty	Rate	Total
Replace damage sod in Blvd. Main Entrance at Hickory Tree Rd. to 1st. round a bound Installation of 8714 SF/400=22 Pallets	22	450.00	9,900.00
First circle to second circle at East Nolte Road. Installation of 25870 SF/400=65 Pallets	65	450.00	29,250.00
Garden Green Tr. Installation of 54243 SF/400=136 Pallets	136	450.00	61,200.00
Thank you for your business.		Total	\$100,350.00

SECTION b.



Proposal

Proposal No.: 246351

Proposed Date: 11/20/23

PROPERTY:	FOR:
Live Oak Lake CDD - Maintenance Jarett Wright Nolte Rd St. Cloud , FL	Sod replacement and Planter Pot material replacements.

Proposal is for removing declining plant material in (16) Planter Pots and replacing with one 7 gallon plant of choice, along with (4) 1 gallon plants of choice. Proposal also includes removal and replacement of damaged turf on Nolte Rd, from Hickory Tree Rd to second round-a-bout, and from second round-a-bout to limits of irrigated turf on Vest Rd.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$103,424.76
Maintenance Division Labor	12.00	HR	\$55.00	\$660.00	
Misc Landscape Material	16.00	EA	\$37.50	\$600.00	
Misc Landscape Material	64.00	EA	\$8.29	\$530.56	
Planting soil 2 cu. ft. Bag	16.00	BG	\$3.45	\$55.20	
Floritam Saint Augustine, 01 SF	64700.00	01SF	\$1.57	\$101,579.00	
MATERIAL ONLY					
Irrigation Inspection/Repairs/Upgrades					\$2,255.00
Maintenance Division Labor	36.00	HR	\$55.00	\$1,980.00	
Misc Irrigation Parts	1.00	EA	\$275.00	\$275.00	
				Total:	\$105,679.76

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 damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

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 C.



January 25, 2024

EXALT OUTDOORS LANDSCAPING PROPOSAL

Live Oak Lake CDD

407.552.7016 // info@exaltoutdoors.com

Let's do something amazing

Hi, I'm Mike Wetherington, owner and operator of Exalt Outdoor Services. Thank you for the opportunity to bid on providing service for all your outdoor needs. Exalt Outdoor Services is a local company with over 20 years of experience serving Central Florida. We pride ourselves on quality work, clear communication, and fair and excellent pricing for our clients.

We understand that your curb appeal reflects both who you are and who we are as a company. That is why we are proactive and give great attention to detail in all that we do. In turn, this will keep your lawns, landscapes, and trees flourishing and full of color.

Communication is the key to any relationship, and the same is true when it comes to the outdoor care of your community. Our written reports and property walks will keep you informed of our services as well as the status of your landscaping.

A good investment produces excellent results. We work hard to keep our prices competitive and fair for all our clients. We understand how a well-maintained landscape welcomes people, adds to your property value, and adds to your success. We believe your investment should speak for itself.

When you partner with Exalt Outdoor Services, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value. If you have any questions, contact me at 407.552.7016 or by email at info@exaltoutdoors.com.

Sincerely,



Mike Wetherington

Owner/Operator

Exalt Outdoor Services

407.552.7016 // info@exaltoutdoors.com



LANDSCAPE PROPOSAL // LIVE OAK LAKE CDD

Exalt Outdoor Services

407.552.7016 // info@exaltoutdoors.com



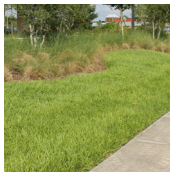
Dear Live Oak Lake CDD Attention Jerett Wright,

We are grateful for the chance to present a landscape proposal for your consideration. Exalt Outdoor Services is excited to offer our expert landscape services, encompassing the provision of essential labor, tools, materials, and equipment to meet your project requirements.

It is important to highlight that this proposal holds its validity for a duration of 30 days from the date of submission. We welcome any inquiries or discussions you may have and encourage you to contact us at your earliest convenience.

Thank you for considering Exalt Outdoor Services for your landscape needs.

JOB DETAILS



Sod replacement

- **Hickory Tree Rd.** to first round about: \$9,030
(21 pallets at \$430/ea.)
- **East Nolte Rd.**
First round about to secound round about:
\$27,520 (64 pallets at \$430/ea.)
- **Garden Green Tr.**
Second round about to Alligator Lake Rd.:
\$58,050 (135 pallets at \$430/ea.)

Total cost of work: \$94,600 (220 pallets delivered and installed.)

Desposit: \$47,300

LANDSCAPE PROPOSAL // LIVE OAK LAKE CDD

Exalt Outdoor Services
407.552.7016 // info@exaltoutdoors.com



TERMS & PAYMENT

This contract is set to commence on ___ / ___ /2024 and a 50% deposit will be required prior to the start of the job. Exalt Outdoor Services LLC requests that all invoices be settled within 30 days of receipt. Should any invoices become overdue, a late fee of 15% will be added.

Total cost of work: \$94,600

50% Deposit Needed to Start: \$47,300

_____ The above price(s), specifications and conditions are satisfactory and are hereby accepted.

_____ I authorize Exalt Outdoor Services to do work as specified in this proposal. (Payments will be made as outlined above).

_____ I understand that any work hindered by the weather will be rescheduled.

Customer signature of approval

Date of acceptance



LANDSCAPE PROPOSAL // LIVE OAK LAKE CDD

Exalt Outdoor Services

407.552.7016 // info@exaltoutdoors.com



REFERRALS



ROCKERS REAL ESTATE, LLC

“Mike Wetherington with Exalt Outdoor Services, was a previous tenant of mine. He always paid early and left my property in better shape than what he received it in. Exalt maintains two of our properties and they look better than they ever have. His price is market price and he does an excellent job for what I pay him to do. I have also had him remove trees for me and they removed in a timely matter, stumps and all.”

Billy Rocker

Owner Rockers Real Estate
407.729.1952



OUTBACK STEAK HOUSE

I have been a customer of Exalt Outdoor Services for about 2 years now. I have always received exemplary service with all my needs as well as great customer service whenever I have any special requests. Exalt and Mike have always gone above and beyond to help me with all my needs. I would recommend Exalt for any of your outdoor services and needs.

Jason Lowery

Proprietor
407.891.2042
jasonlowery@outback.com

LANDSCAPE PROPOSAL // LIVE OAK LAKE CDD

Exalt Outdoor Services

407.552.7016 // info@exaltoutdoors.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

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

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

PRODUCER		CONTACT NAME: Thomas Mayes	
Deboo Insurance Agency		PHONE (A/C, No, Ext): 5614779339	FAX (A/C, No):
1430 S. Federal Hwy Ste. 301		E-MAIL ADDRESS: tom@debooin.com	
Deerfield Beach FL 33441		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Western World Insurance Company	10953
INSURED		INSURER B :	
Exalt Outdoor Services LLC		INSURER C :	
401 W New Nolte Road		INSURER D :	
St. Cloud FL 34769		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			NPP1633956	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 500,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
<input type="checkbox"/>							MED EXP (Any one person) \$ 5,000
<input type="checkbox"/>							PERSONAL & ADV INJURY \$ 500,000
<input type="checkbox"/>							GENERAL AGGREGATE \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
<input type="checkbox"/>	OTHER:						\$
<input type="checkbox"/>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/>	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>							\$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
<input type="checkbox"/>	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
<input type="checkbox"/>	DED <input type="checkbox"/> RETENTION \$						\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
<input type="checkbox"/>	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
<input type="checkbox"/>							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Exalt Outdoor Services LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
6436 Fig Leaf St	AUTHORIZED REPRESENTATIVE
Saint Cloud FL 34771	Mark Sweeney

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SECTION D

SECTION 1

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

December 6, 2023

GENERAL FUND

Date	Check Numbers	Amount
8/11/2023	408-410	\$12,395.70
8/16/2023	411-415	\$33,263.04
9/15/2023	416-423	\$37,203.26
9/21/2023	424-425	\$13,129.25
10/16/2023	426-436	\$58,252.31
10/27/2023	437-442	\$62,102.31
11/16/2023	443-450	\$36,125.29
11/29/2023	451-456	\$6,745.24
12/15/2023	457-469	\$938,810.81
1/10/2024	470-481	\$202,243.03
Total		\$1,400,270.24

IMPACT FEE FUND

<u>Date</u>	<u>Check Numbers</u>	<u>Amount</u>
11/14/2022	9	\$511,533.44
4/14/2023	10-11	\$22,359.00
7/11/2023	12	\$132,059.40
1/11/2024	13	\$51,938.75
Total		\$717,890.59

AP300R
*** CHECK NOS. 000408-050000

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

RUN 1/29/24

PAGE 13

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/11/23	00035	7/13/23 02232634	202307 320-53800-43000		*	43.92	
			SERVICE THRU 07/11/2023				
				ORLANDO UTILITIES COMMISSION			43.92 000408
8/11/23	00037	7/19/23 62619-07	202307 320-53800-43100		*	7,426.69	
			SERVICE THRU 07/13/2023				
				TOHO WATER AUTHORITY			7,426.69 000409
8/11/23	00037	7/19/23 62746-07	202307 320-53800-43100		*	4,925.09	
			SERVICE THRU 07/13/2023				
				TOHO WATER AUTHORITY			4,925.09 000410
8/16/23	00010	8/01/23 86560356	202308 310-51300-42000		*	9.78	
			DELIVERIES THRU 08/01/23				
		8/08/23 82175373	202308 310-51300-42000		*	43.11	
			DELIVRIES THRU 08/08/2023				
				FEDEX			52.89 000411
8/16/23	00001	6/30/23 72	202306 320-53800-46000		*	431.71	
			MAY/JUNE 23 GENERAL MAINT				
		8/01/23 70	202308 310-51300-34000		*	3,062.50	
			JULY 23 MGMT FEES				
		8/01/23 70	202308 310-51300-31300		*	416.67	
			JULY 23 DISSEMINATION				
		8/01/23 70	202308 310-51300-51000		*	.24	
			OFFICE SUPPLIES				
		8/01/23 70	202308 310-51300-42000		*	4.80	
			POSTAGE				
		8/01/23 71	202308 320-53800-34000		*	1,250.00	
			AUG 23 FIELD MGMT FEES				
				GMS-CENTRAL FLORIDA, LLC			5,165.92 000412
8/16/23	00030	8/01/23 27717-79	202308 320-53800-35000		*	500.00	
			AUG 23 IRR MGMT FEES				
				IRRIGATION MANAGEMENT CONSULTING			500.00 000413
8/16/23	00024	7/28/23 224423	202307 320-53800-46205		*	660.00	
			PLANT REMOVE/REPLACE				
		8/01/23 225472	202308 320-53800-46200		*	21,927.93	
			AUG 23 LANDSCAPE MAINT.				
				JUNIPER LANDSCAPING OF FLORIDA, LLC			22,587.93 000414
8/16/23	00032	8/01/23 PSI-9860	202308 320-53800-46800		*	2,682.30	
			AUG 23 AQUATIC MAINT.				
		8/01/23 PSI00251	202308 320-53800-46800		*	1,474.00	
			AUG 23 AQUATIC MAINT.				

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		8/01/23	PSI00266 202308 320-53800-46810		*	800.00	
			AUG 23 FOUNTAIN MAINT.				
				SOLITUDE LAKE MANAGEMENT			4,956.30 000415
9/15/23	00036	9/06/23	L02250 202308 320-53800-46801		*	997.00	
			SVCS-08/23				
				CLARKE ENVIRONMENTAL MOSQUITO			997.00 000416
9/15/23	00006	8/21/23	2321609 202307 320-53800-46300		*	1,600.00	
			SVCS THRU 07/28/23				
				DEWBERRY ENGINEERS INC.			1,600.00 000417
9/15/23	00007	8/31/23	19272 202308 320-53800-45000		*	327.00	
			PACKAGE-ADDED PROPERTY				
				EGIS INSURANCE ADVISORS, LLC			327.00 000418
9/15/23	00010	7/25/23	82030342 202307 310-51300-42000		*	39.59	
			DELIVERIES THRU 07/14/23				
		8/15/23	82238677 202308 310-51300-42000		*	35.40	
			DELIVERIES THRU 08/05/23				
		8/22/23	82320413 202308 310-51300-42000		*	56.56	
			DELIVERIES THRU 08/16/23				
		8/29/23	96577715 202307 310-51300-42000		*	2.82	
			SVCS-07/23				
				FEDEX			134.37 000419
9/15/23	00001	9/01/23	73 202309 310-51300-34000		*	3,062.50	
			MGMT FEES-09/23				
		9/01/23	73 202309 310-51300-31300		*	416.67	
			DISSEMINATION AGT SVCS				
		9/01/23	73 202309 310-51300-51000		*	.45	
			OFFICE SUPPLIES				
		9/01/23	73 202309 310-51300-42000		*	9.50	
			POSTAGE				
		9/01/23	73 202309 310-51300-42500		*	35.55	
			COPIES				
		9/01/23	74 202309 320-53800-34000		*	1,250.00	
			FIELD MGMT-09/23				
				GMS-CENTRAL FLORIDA, LLC			4,774.67 000420
9/15/23	00030	9/04/23	27717-94 202309 320-53800-35000		*	500.00	
			MGMT FEES-09/23				
				IRRIGATION MANAGEMENT CONSULTING			500.00 000421
9/15/23	00024	9/01/23	229250 202309 320-53800-46200		*	21,927.92	
			MAINT-09/23				
				JUNIPER LANDSCAPING OF FLORIDA, LLC			21,927.92 000422
				LOKS LIVE OAK LAKES SHENNING			

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9/15/23	00032	7/31/23 PSI96453	202307 320-53800-46800		*	2,786.00	
		SVCS-07/23					
		9/01/23 PSI00589	202309 320-53800-46800		*	2,682.30	
		MAINT-09/23					
		9/01/23 PSI00921	202309 320-53800-46800		*	1,474.00	
		MAINT-09/23					
				SOLITUDE LAKE MANAGEMENT			6,942.30 000423
9/21/23	00035	8/14/23 02232634	202308 320-53800-43000		*	45.87	
		SERVICE THRU 8/14/2023					
				ORLANDO UTILITIES COMMISSION			45.87 000424
9/21/23	00037	8/23/23 218892-0	202308 320-53800-43100		*	5,992.99	
		SERVICE THRU 08/11/2023					
		8/23/23 62619-08	202308 320-53800-43100		*	7,090.39	
		SERVICE THRU 08/11/2023					
				TOHO WATER AUTHORITY			13,083.38 000425
10/16/23	00006	9/20/23 23348007	202308 310-51300-31100		*	412.50	
		SVCS-08/23					
				DEWBERRY ENGINEERS INC.			412.50 000426
10/16/23	00007	9/27/23 20248	202310 310-51300-45000		*	6,076.00	
		RENEW POLICY FY2024					
		9/27/23 20248	202310 320-53800-45000		*	3,879.00	
		RENEW POLICY FY2024					
				EGIS INSURANCE ADVISORS, LLC			9,955.00 000427
10/16/23	00010	9/19/23 82595408	202309 310-51300-42000		*	68.76	
		DELIVERIES THRU 09/08/23					
		9/26/23 82662811	202309 310-51300-42000		*	61.44	
		DELIVERIES THRU 09/20/23					
				FEDEX			130.20 000428
10/16/23	00001	9/30/23 77	202310 310-51300-31700		*	5,000.00	
		ASSESS ROLL-FY24 GMS CFII					
		10/01/23 75	202310 310-51300-34000		*	3,215.67	
		MGMT FEES-10/23					
		10/01/23 75	202310 310-51300-31300		*	416.67	
		DISSEMINATION AGT SVCS					
		10/01/23 75	202310 310-51300-51000		*	.39	
		OFFICE SUPPLIES					
		10/01/23 75	202310 310-51300-42000		*	6.89	
		POSTAGE					
		10/01/23 76	202310 320-53800-34000		*	1,312.50	
		FIELD MGMT-10/23					
				GMS-CENTRAL FLORIDA, LLC			9,952.12 000429
				LOKS LIVE OAK LAKES SHENNING			

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10/16/23	00014	10/01/23 21769	202310 310-51300-35101	SVCS-10/23	*	388.13	
				INNERSYNC			388.13 000430
10/16/23	00030	10/02/23 27717-10	202310 320-53800-35000	MGMT FEES-10/23	*	500.00	
				IRRIGATION MANAGEMENT CONSULTING			500.00 000431
10/16/23	00024	9/30/23 232539	202309 320-53800-35001	MAINT/REPAIRS-09/23	*	493.25	
		10/01/23 233546	202310 320-53800-46200	MAINT RENEWAL-10/23	*	22,585.75	
				JUNIPER LANDSCAPING OF FLORIDA, LLC			23,079.00 000432
10/16/23	00033	9/27/23 3282410	202308 310-51300-31500	SVCS-08/23	*	2,594.00	
				KUTAK ROCK LLP			2,594.00 000433
10/16/23	00018	7/14/23 76326615	202307 310-51300-48000	LEGAL AD#7465261	*	1,390.00	
		7/21/23 76689876	202307 310-51300-48000	LEGAL AD#7465327	*	1,390.00	
		9/05/23 79375280	202309 310-51300-48000	LEGAL AD#7492629	*	264.43	
				ORLANDO SENTINEL			3,044.43 000434
10/16/23	00032	10/01/23 PSI01578	202310 320-53800-46800	MAINT-10/23	*	2,682.30	
		10/01/23 PSI01967	202310 320-53800-46800	MAINT-10/23	*	1,474.00	
				SOLITUDE LAKE MANAGEMENT			4,156.30 000435
10/16/23	00005	9/25/23 7068481	202310 310-51300-32300	ADMIN FEE-9/01/23-8/31/24	*	4,040.63	
				US BANK			4,040.63 000436
10/27/23	00040	9/29/23 2	202310 310-51300-31300	AMORTIZATION SCHEDULE	*	100.00	
				DISCLOSURE SERVICES LLC			100.00 000437
10/27/23	00001	9/30/23 78	202309 320-53800-46000	SEPT 2023 GENERAL MAINT.	*	870.00	
				GMS-CENTRAL FLORIDA, LLC			870.00 000438
10/27/23	00035	10/03/23 55046169	202309 320-53800-43001	STREETLIGHTING	*	53,980.34	
				ORLANDO UTILITIES COMMISSION			53,980.34 000439
				LOKS LIVE OAK LAKES SHENNING			

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10/27/23	00035	9/13/23 02232634	202309 320-53800-43000	SERVICE THRU 09/13/2023	*	45.29	
				ORLANDO UTILITIES COMMISSION			45.29 000440
10/27/23	00037	9/20/23 62619-09	202309 320-53800-43100	SERVICE THRU 09/13/2023	*	4,712.69	
				TOHO WATER AUTHORITY			4,712.69 000441
10/27/23	00037	9/20/23 62746-09	202309 320-53800-43100	SERVICE THRU 09/12/2023	*	2,393.99	
				TOHO WATER AUTHORITY			2,393.99 000442
11/16/23	00036	10/31/23 00103160	202310 320-53800-46801	SVCS-10/23	*	2,033.00	
				CLARKE ENVIRONMENTAL MOSQUITO			2,033.00 000443
11/16/23	00002	10/02/23 89196	202310 310-51300-54000	ANNUAL FEE FY2024	*	175.00	
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000444
11/16/23	00010	10/24/23 82957529	202310 310-51300-42000	DELIVERIES THRU 10/16/23	*	31.51	
		10/31/23 96617440	202309 310-51300-42000	SVCS-09/23	*	4.55	
		11/07/23 83097347	202310 310-51300-42000	DELIVERIES THRU 10/27/23	*	43.95	
				FEDEX			80.01 000445
11/16/23	00001	11/01/23 79	202311 310-51300-34000	MGMT FEES-11/23	*	3,215.67	
		11/01/23 79	202311 310-51300-31300	DISSEMINATION AGT SVCS	*	416.67	
		11/01/23 79	202311 310-51300-51000	OFFICE SUPPLIES	*	.57	
		11/01/23 79	202311 310-51300-42000	POSTAGE	*	12.03	
		11/01/23 80	202311 320-53800-34000	FIELD MGMT-11/23	*	1,312.50	
				GMS-CENTRAL FLORIDA, LLC			4,957.44 000446
11/16/23	00030	11/01/23 27717-11	202311 320-53800-35000	MAINT-11/23	*	500.00	
				IRRIGATION MANAGEMENT CONSULTING			500.00 000447
11/16/23	00024	11/01/23 237559	202311 320-53800-46200	MAINT RENEWAL-11/23	*	22,585.75	
				JUNIPER LANDSCAPING OF FLORIDA, LLC			22,585.75 000448
				LOKS LIVE OAK LAKES SHENNING			

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11/16/23	00033	10/30/23 3297675	202309 310-51300-31500		*	698.50	
		SVCS-09/23		KUTAK ROCK LLP			698.50 000449
11/16/23	00032	11/01/23 PSI02572	202311 320-53800-46800		*	1,474.00	
		MAINT-11/23					
		11/01/23 PSI02793	202311 320-53800-46800		*	2,789.59	
		MAINT-11/23					
		11/01/23 PSI02799	202311 320-53800-46810		*	832.00	
		MAINT-11/23		SOLITUDE LAKE MANAGEMENT			5,095.59 000450
11/29/23	00035	10/11/23 02232634	202310 320-53800-43000		*	53.93	
		SERVICE THRU 10/11/2023		ORLANDO UTILITIES COMMISSION			53.93 000451
11/29/23	00037	10/18/23 62619-10	202310 320-53800-43100		*	2,464.79	
		SERVICE THRU 10/11/2023		TOHO WATER AUTHORITY			2,464.79 000452
11/29/23	00037	10/18/23 62746-10	202310 320-53800-43100		*	1,361.49	
		SERVICE THRU 10/11/2023		TOHO WATER AUTHORITY			1,361.49 000453
11/29/23	00010	11/21/23 83243713	202311 310-51300-42000		*	43.86	
		DELIVERIES THRU 11/21/23		FEDEX			43.86 000454
11/29/23	00001	10/31/23 81	202310 320-53800-46000		*	1,951.17	
		OCT 23 GENERAL MAINT.		GMS-CENTRAL FLORIDA, LLC			1,951.17 000455
11/29/23	00033	11/22/23 3311985	202310 310-51300-31500		*	870.00	
		LEGAL FEES THRU 10/31/23		KUTAK ROCK LLP			870.00 000456
12/15/23	00035	11/10/23 02232634	202311 320-53800-43000		*	54.80	
		SERVICE THRU 11/10/2023		ORLANDO UTILITIES COMMISSION			54.80 000457
12/15/23	00037	11/22/23 62619-11	202311 320-53800-43100		*	2,404.49	
		SERVICE THRU 11/13/2023		TOHO WATER AUTHORITY			2,404.49 000458
12/15/23	00037	11/22/23 62746-11	202311 320-53800-43100		*	1,345.55	
		SERVICE THRU 11/13/2023		TOHO WATER AUTHORITY			1,345.55 000459
				LOKS LIVE OAK LAKES SHENNING			

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12/19/23	00036	11/30/23 00103172	202311 320-53800-46801	NOV 23 MIDGE TREATMENT	*	2,033.00	
				CLARKE ENVIRONMENTAL MOSQUITO			2,033.00 000460
12/19/23	00010	11/28/23 96634635	202311 310-51300-42000	DELIVERIES THRU 11/28/23	*	2.10	
		12/05/23 83382562	202312 310-51300-42000	DELIVERIES THRU 12/05/23	*	43.67	
				FEDEX			45.77 000461
12/19/23	00001	12/01/23 82	202312 310-51300-34000	DEC 23 MGMT FEES	*	3,215.67	
		12/01/23 82	202312 310-51300-31300	DEC 23 DISSEMINATION	*	416.67	
		12/01/23 82	202312 310-51300-51000	OFFICE SUPPLIES	*	.36	
		12/01/23 82	202312 310-51300-42000	POSTAGE	*	58.86	
				GMS-CENTRAL FLORIDA, LLC			3,691.56 000462
12/19/23	00030	12/02/23 27717-12	202312 320-53800-35000	DEC 23 IRR MGMT FEES	*	500.00	
				IRRIGATION MANAGEMENT CONSULTING			500.00 000463
12/19/23	00024	12/01/23 242217	202312 320-53800-46200	DEC 23 LANDSCAPE MAINT.	*	22,585.75	
				JUNIPER LANDSCAPING OF FLORIDA, LLC			22,585.75 000464
12/19/23	00039	12/19/23 12192023	202312 300-20700-10000	TRANSFER TAX RECEIPTS	*	25,816.24	
		12/19/23 12192023	202312 300-20700-10000	TRANSFER DIRECT ASSESSMNT	*	110,802.51	
		12/19/23 121923-F	202312 300-20700-10000	TRANSFER TAX RECEIPTS	*	267.86	
				LIVE OAK LAKE CDD			136,886.61 000465
12/19/23	00004	12/19/23 12192023	202312 300-20700-10000	TRANSFER TAX RECEIPTS	*	751,837.85	
		12/19/23 121923	202312 300-20700-10000	TRANSFER TAX RECEIPTS	*	7,808.71	
				LIVE OAK LAKE CDD			759,646.56 000466
12/19/23	00032	12/01/23 PSI03140	202312 320-53800-46800	DEC 23 AQUATIC MAINT.	*	1,474.00	
		12/01/23 PSI03174	202312 320-53800-46800	DEC 23 LAKE MGMT SVCS.	*	2,789.59	
				SOLITUDE LAKE MANAGEMENT			4,263.59 000467
				LOKS LIVE OAK LAKES SHENNING			

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12/19/23	00005	11/25/23 7133697	202311 310-51300-32300	SERIES 2020 TRUSTEE FEES	*	4,040.63	
				US BANK			4,040.63 000468
12/19/23	00001	12/01/23 83	202312 320-53800-34000	DEC 23 FIELD MGMT FEES	*	1,312.50	
				GMS-CENTRAL FLORIDA, LLC			1,312.50 000469
1/10/24	00035	12/11/23 02232634	202312 320-53800-43000	SERVICE THRU 12/11/2023	*	52.91	
				ORLANDO UTILITIES COMMISSION			52.91 000470
1/10/24	00037	12/20/23 62619-12	202312 320-53800-43100	SERVICE THRU 12/13/2023	*	832.17	
				TOHO WATER AUTHORITY			832.17 000471
1/10/24	00037	12/20/23 62746-12	202312 320-53800-43100	SERVICE THRU 12/13/2023	*	455.69	
				TOHO WATER AUTHORITY			455.69 000472
1/10/24	00007	12/21/23 20866	202312 300-13100-10000	RENEW POLICY	*	16,564.00	
		12/21/23 20866	202312 320-56400-45000	RENEW POLICY	*	16,564.00	
		12/21/23 20866	202312 300-20700-10000	RENEW POLICY	*	16,564.00-	
		12/21/23 20867	202401 300-13100-10000	POLICY CHANGE	*	2,489.25	
		12/21/23 20867	202401 320-56400-45000	POLICY CHANGE	*	2,489.25	
		12/21/23 20867	202401 300-20700-10000	POLICY CHANGE	*	2,489.25-	
				EGIS INSURANCE ADVISORS, LLC			19,053.25 000473
1/10/24	00010	12/26/23 83600515	202312 310-51300-42000	DELIVERIES THRU 12/21/23	*	114.47	
				FEDEX			114.47 000474
1/10/24	00001	1/01/24 85	202401 320-53800-34000	FIELD MANAGEMENT01/2024	*	1,312.50	
		1/20/24 84	202301 310-51300-34000	MANAGMENT FEES 01/24	*	3,215.67	
		1/20/24 84	202301 310-51300-31300	AGENT SERICES	*	416.67	
		1/20/24 84	202301 310-51300-51000	OFFICE SUPPLIES	*	.27	

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		1/20/24 84	202301 310-51300-42000		*	5.70	
		POSTAGE					
				GMS-CENTRAL FLORIDA, LLC			4,950.81 000475
1/10/24 00014	1/01/24	21947	202401 310-51300-35101		*	388.13	
		WEBSITE SVCS 01/2024					
				INNERSYNC			388.13 000476
1/10/24 00030	1/01/24	27717138	202401 320-53800-35000		*	500.00	
		MONTHLY MANG FEE 01/2024					
				IRRIGATION MANAGEMENT CONSULTING			500.00 000477
1/10/24 00024	1/01/24	245927	202401 320-53800-46200		*	22,585.75	
		LANDSCAPE MAINT 01/2024					
				JUNIPER LANDSCAPING OF FLORIDA, LLC			22,585.75 000478
1/10/24 00039	1/10/24	01102024	202401 300-20700-10000		*	4,947.98	
		TXFER TAX RECEIPTS					
				LIVE OAK LAKE CDD			4,947.98 000479
1/10/24 00004	1/10/24	01102024	202401 300-20700-10000		*	144,098.28	
		TXFER TAX RECEIPTS					
				LIVE OAK LAKE CDD			144,098.28 000480
1/10/24 00032	1/01/24	PS103680	202401 320-53800-46800		*	2,789.59	
		MAINT-01/24					
	1/01/24	PS103895	202401 320-53800-46800		*	1,474.00	
		MAINT-01/24					
				SOLITUDE LAKE MANAGEMENT			4,263.59 000481
				TOTAL FOR BANK B		1,400,270.24	
				TOTAL FOR REGISTER		1,400,270.24	

LOKS LIVE OAK LAKES SHENNING

LOKS LIVE OAK LAKES SHENNING

**LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Receipts
Fiscal Year 2024

ASSESSMENTS - TAX COLLECTOR

							\$339,102.80	\$1,014,925.00	\$34,850.00	\$1,388,877.80
							FY 2024	FY 2024	FY 2024	TOTAL
							.36300.10000	.36300.10000	.36300.10000	
							24.42%	73.08%	2.51%	100.00%
							O&M Portion	16 DSF Portion	20 DSF Portion	Total
11/10/23	INSTALLMENTS	\$10,050.53	\$517.15	\$190.67	\$0.00	\$9,342.71	\$2,281.08	\$6,827.20	\$234.43	\$9,342.71
11/24/23	CURRENT DISTRIBUTION	\$191,722.35	\$7,668.73	\$3,681.07	\$0.00	\$180,372.55	\$44,039.03	\$131,807.57	\$4,525.94	\$180,372.55
12/08/23	CURRENT DISTRIBUTION	\$891,942.35	\$35,677.07	\$17,125.31	\$0.00	\$839,139.97	\$204,881.03	\$613,203.07	\$21,055.87	\$839,139.97
12/21/23	CURRENT DISTRIBUTION	\$203,499.35	\$8,061.71	\$3,908.74	\$0.00	\$191,528.90	\$46,762.92	\$139,960.10	\$4,805.88	\$191,528.90
	TOTAL	\$1,297,214.58	\$51,924.66	\$24,905.79	\$0.00	\$1,220,384.13	\$297,964.07	\$891,797.94	\$30,622.12	\$1,220,384.13

**GROSS
93.40%**

ASSESSMENTS-DIRECT

					\$132,121.97	\$1,018,275.00	\$1,150,396.97
					FY 2024	FY 2024	TOTAL
					.36300.10100	.36300.10100	
					11.48%	88.52%	
					O&M	DSF Portion	Total
10/15/23	10/11/23	\$29,123.38	\$29,123.38	\$29,123.38	\$29,123.38	\$0.00	\$29,123.38
10/15/23	11/6/23	\$13,102.80	\$13,102.80	\$13,102.80	\$13,102.80	\$0.00	\$13,102.80
1/1/24	12/27/23	\$28,266.81	\$28,266.81	\$28,266.81	\$28,266.81	\$0.00	\$28,266.81
1/1/24	11/6/23	\$12,717.42	\$12,717.42	\$12,717.42	\$12,717.42	\$0.00	\$12,717.42
3/1/24		\$28,266.81		\$0.00	\$0.00	\$0.00	\$0.00
3/1/24	11/6/23	\$12,717.42	\$12,717.42	\$12,717.42	\$12,717.42	\$0.00	\$12,717.42
4/1/24		\$567,071.92		\$0.00	\$0.00	\$0.00	\$0.00
4/1/24	11/6/23	\$74,237.68	\$74,237.68	\$74,237.68	\$0.00	\$74,237.68	\$74,237.68
10/1/24		\$279,304.08		\$0.00	\$0.00	\$0.00	\$0.00
10/1/24	11/6/23	\$36,564.83	\$36,564.83	\$36,564.83	\$0.00	\$36,564.83	\$36,564.83
	TOTAL	\$1,081,373.15	\$206,730.34	\$206,730.34	\$95,927.83	\$110,802.51	\$206,730.34

ASSESSMENTS COMBINED

	GROSS AMOUNT ASSESSED	TAX COLLECTOR RECEIVED	DIRECT RECEIVED	TOTAL COLLECTED	NET PERCENTAGE COLLECTED
O & M	\$471,224.77	\$297,964.07	\$95,927.83	\$393,891.90	83.59%
DEBT SERVICE	\$2,068,050.00	\$891,797.94	\$110,802.51	\$1,002,600.45	48.48%
TOTAL	\$2,539,274.77	\$1,189,762.01	\$206,730.34	\$1,396,492.35	

SECTION 2

Live Oak Lake
Community Development District

Unaudited Financial Reporting
December 31, 2023



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Live Oak Lake
Community Development District
Combined Balance Sheet
December 31, 2023

	<i>General Fund</i>	<i>Impact Fee Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:					
<u>Cash:</u>					
Operating Account	\$ 662,324	\$ 120,992	\$ -	\$ -	\$ 783,316
Due from Impact Fee Fund	\$ 16,564	\$ -	\$ -	\$ -	\$ 16,564
Due from General Fund	\$ -	\$ -	\$ 154,934	\$ -	\$ 154,934
Deposits	\$ 480	\$ -	\$ -	\$ -	\$ 480
<u>Investments:</u>					
Bank United	\$ 17,378	\$ -	\$ -	\$ -	\$ 17,378
<u>Series 2016</u>					
Reserve	\$ -	\$ -	\$ 955,025	\$ -	\$ 955,025
Revenue	\$ -	\$ -	\$ 873,963	\$ -	\$ 873,963
Construction	\$ -	\$ -	\$ -	\$ 265	\$ 265
<u>Series 2020</u>					
Reserve	\$ -	\$ -	\$ 989,553	\$ -	\$ 989,553
Revenue	\$ -	\$ -	\$ 203,408	\$ -	\$ 203,408
Construction	\$ -	\$ -	\$ -	\$ 89	\$ 89
Total Assets	\$ 696,746	\$ 120,992	\$ 3,176,884	\$ 354	\$ 3,994,976
Liabilities:					
Accounts Payable	\$ 23,320	\$ -	\$ -	\$ -	\$ 23,320
Due to Debt Service	\$ 154,934	\$ -	\$ -	\$ -	\$ 154,934
Due to General Fund	\$ -	\$ 16,564	\$ -	\$ -	\$ 16,564
Total Liabilities	\$ 178,254	\$ 16,564	\$ -	\$ -	\$ 194,818
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 480	\$ -	\$ -	\$ -	\$ 480
Restricted for:					
Impact Fee	\$ -	\$ 104,428	\$ -	\$ -	\$ 104,428
Debt Service - Series 2016	\$ -	\$ -	\$ 1,979,116	\$ -	\$ 1,979,116
Debt Service - Series 2020	\$ -	\$ -	\$ 1,197,767	\$ -	\$ 1,197,767
Capital Projects - Series 2016	\$ -	\$ -	\$ -	\$ 265	\$ 265
Capital Projects - Series 2020	\$ -	\$ -	\$ -	\$ 89	\$ 89
Unassigned	\$ 518,012	\$ -	\$ -	\$ -	\$ 518,012
Total Fund Balances	\$ 518,492	\$ 104,428	\$ 3,176,884	\$ 354	\$ 3,800,158
Total Liabilities & Fund Balance	\$ 696,746	\$ 120,992	\$ 3,176,884	\$ 354	\$ 3,994,976

Live Oak Lake
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Assessments - Tax Collector (Net)	\$ 318,757	\$ 297,964	\$ 297,964	\$ -
Assessments - Off Roll (Unplatted)	\$ 124,193	\$ 95,928	\$ 95,928	\$ -
Developer Deficit Funding	\$ 258,041	\$ 64,510	\$ -	\$ (64,510)
Interest Income	\$ -	\$ -	\$ 184	\$ 184
Total Revenues	\$ 700,990	\$ 458,402	\$ 394,076	\$ (64,326)

Expenditures:

General & Administrative:

Supervisor Fees	\$ 9,600	\$ 2,400	\$ -	\$ 2,400
FICA Expense	\$ 734	\$ 184	\$ -	\$ 184
Engineering	\$ 15,000	\$ 3,750	\$ 63	\$ 3,688
Dissemination	\$ 5,000	\$ 1,250	\$ 1,350	\$ (100)
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Property Appraiser	\$ 600	\$ 150	\$ -	\$ 150
Arbitrage	\$ 1,150	\$ 288	\$ -	\$ 288
Attorney	\$ 30,000	\$ 7,500	\$ 870	\$ 6,630
Annual Audit	\$ 5,100	\$ 1,275	\$ -	\$ 1,275
Trustee Fees	\$ 8,100	\$ 8,100	\$ 8,081	\$ 19
Management Fees	\$ 38,588	\$ 9,647	\$ 9,647	\$ (0)
Postage & Delivery	\$ 1,450	\$ 363	\$ 357	\$ 5
Copies	\$ 250	\$ 63	\$ -	\$ 63
Insurance	\$ 6,426	\$ 6,426	\$ 6,076	\$ 350
Legal Advertising	\$ 2,500	\$ 625	\$ -	\$ 625
Other Current Charges	\$ 350	\$ 88	\$ -	\$ 88
Office Supplies	\$ 100	\$ 25	\$ 1	\$ 24
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Website Hosting/Compliance	\$ 1,553	\$ 388	\$ 388	\$ -
Total General & Administrative	\$ 131,676	\$ 47,695	\$ 32,009	\$ 15,686

Live Oak Lake
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management	\$ 15,750	\$ 3,938	\$ 3,938	\$ -
Property Insurance	\$ 5,000	\$ 5,000	\$ 3,879	\$ 1,121
Aquatic Control	\$ 40,584	\$ 10,146	\$ 12,683	\$ (2,537)
Mitigation Maintenance	\$ 7,100	\$ 1,775	\$ 1,600	\$ 175
Midge Management	\$ 25,000	\$ 6,250	\$ 4,066	\$ 2,184
Contingency	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Landscape Maintenance	\$ 286,000	\$ 71,500	\$ 67,757	\$ 3,743
Landscaping Replacements	\$ 50,000	\$ 12,500	\$ -	\$ 12,500
Pond Fountain Maintenance	\$ 15,000	\$ 3,750	\$ 832	\$ 2,918
Irrigation Consultant Services	\$ 6,000	\$ 1,500	\$ 1,500	\$ -
Irrigation Repairs	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
General Repairs and Maintenance	\$ 15,000	\$ 3,750	\$ 1,951	\$ 1,799
Electricity-Street Lights	\$ 43,694	\$ 10,924	\$ 162	\$ 10,762
Water-Irrigation	\$ 64,182	\$ 16,045	\$ 8,864	\$ 7,181
Capital Reserve	\$ 18,250	\$ 4,563	\$ -	\$ 4,563
Subtotal Field Expenditures	\$ 621,560	\$ 159,140	\$ 107,232	\$ 51,908
Total Operations & Maintenance	\$ 621,560	\$ 159,140	\$ 107,232	\$ 51,908
Total Expenditures	\$ 753,236	\$ 206,835	\$ 139,241	\$ 67,594
Excess (Deficiency) of Revenues over Expenditures	\$ (52,245)		\$ 254,835	
Net Change in Fund Balance	\$ (52,245)		\$ 254,835	
Fund Balance - Beginning	\$ 52,245		\$ 263,657	
Fund Balance - Ending	\$ 0		\$ 518,492	

Live Oak Lake
Community Development District
Impact Fee Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Impact Fees	\$ -	\$ -	\$ 39,440	\$ 39,440
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 39,440	\$ 39,440
Expenditures:				
Stormwater	\$ -	\$ -	\$ 16,564	\$ (16,564)
Total Expenditures	\$ -	\$ -	\$ 16,564	\$ (16,564)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 22,876	
Net Change in Fund Balance	\$ -		\$ 22,876	
Fund Balance - Beginning	\$ -		\$ 81,552	
Fund Balance - Ending	\$ -		\$ 104,428	

Live Oak Lake
Community Development District
Debt Service Fund Series 2016
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 954,993	\$ 891,798	\$ 891,798	\$ -
Interest	\$ 5,000	\$ 1,250	\$ 10,219	\$ 8,969
Total Revenues	\$ 959,993	\$ 893,048	\$ 902,017	\$ 8,969
Expenditures:				
Interest - 11/1	\$ 316,763	\$ 316,763	\$ 316,763	\$ -
Special Call - 11/1	\$ 15,000	\$ 15,000	\$ 20,000	\$ (5,000)
Principal - 5/1	\$ 325,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 316,763	\$ -	\$ -	\$ -
Total Expenditures	\$ 973,525	\$ 331,763	\$ 336,763	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ (13,532)		\$ 565,255	
Net Change in Fund Balance	\$ (13,532)		\$ 565,255	
Fund Balance - Beginning	\$ 439,975		\$ 1,413,862	
Fund Balance - Ending	\$ 426,443		\$ 1,979,116	

Live Oak Lake
Community Development District
Debt Service Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 32,759	\$ 30,622	\$ 30,622	\$ -
Assessments - Direct	\$ 957,179	\$ 110,803	\$ 110,803	\$ -
Interest	\$ 5,000	\$ 1,250	\$ 10,149	\$ 8,899
Total Revenues	\$ 994,938	\$ 142,675	\$ 151,574	\$ 8,899
Expenditures:				
Interest - 11/1	\$ 344,659	\$ 344,659	\$ 344,659	\$ (0)
Principal - 5/1	\$ 305,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 344,659	\$ -	\$ -	\$ -
Total Expenditures	\$ 994,319	\$ 344,659	\$ 344,659	\$ (0)
Excess (Deficiency) of Revenues over Expenditures	\$ 619		\$ (193,086)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ 1	\$ 1
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 1	\$ 1
Net Change in Fund Balance	\$ 619		\$ (193,085)	
Fund Balance - Beginning	\$ 392,631		\$ 1,390,852	
Fund Balance - Ending	\$ 393,250		\$ 1,197,767	

Live Oak Lake
Community Development District
Capital Projects Fund Series 2016
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ 2	\$ 2
Total Revenues	\$ -	\$ -	\$ 2	\$ 2
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 2	
Net Change in Fund Balance	\$ -		\$ 2	
Fund Balance - Beginning	\$ -		\$ 263	
Fund Balance - Ending	\$ -		\$ 265	

Live Oak Lake
Community Development District
Capital Projects Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ 1	\$ 1
Total Revenues	\$ -	\$ -	\$ 1	\$ 1
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 1	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (1)	\$ (1)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (1)	\$ (1)
Net Change in Fund Balance	\$ -		\$ (0)	
Fund Balance - Beginning	\$ -		\$ 89	
Fund Balance - Ending	\$ -		\$ 89	

Live Oak Lake
Community Development District
Month to Month
FY 2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Revenues:													
Assessments - Tax Collector (Net)	\$ -	\$ 46,320	\$ 251,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297,964
Assessments - Off Roll (Unplatted)	\$ 29,123	\$ -	\$ 66,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,928
Developer Deficit Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 39	\$ 71	\$ 74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184
Total Revenues	\$ 29,162	\$ 46,391	\$ 318,522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394,076
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63
Dissemination	\$ 517	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 870
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,041	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,081
Management Fees	\$ 3,216	\$ 3,216	\$ 3,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,647
Postage & Delivery	\$ 82	\$ 58	\$ 217	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 357
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 6,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,076
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 1	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Website Hosting/Compliance	\$ 388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 388
Total Administrative	\$ 20,365	\$ 7,732	\$ 3,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,009

Live Oak Lake
Community Development District
Month to Month
FY 2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,938
Property Insurance	\$ 3,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,879
Aquatic Control	\$ 4,156	\$ 4,264	\$ 4,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,683
Mitigation Maintenance	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,600
Midge Management	\$ 2,033	\$ 2,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,066
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ 22,586	\$ 22,586	\$ 22,586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	67,757
Landscaping Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pond Fountain Maintenance	\$ -	\$ 832	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	832
Irrigation Consultant Services	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs and Maintenance	\$ 1,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,951
Electricity-Street Lights	\$ 54	\$ 55	\$ 53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	162
Water-Irrigation	\$ 3,826	\$ 3,750	\$ 1,288	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,864
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
													\$ -
Total Field	\$ 41,898	\$ 35,332	\$ 30,003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	107,232
Total Expenditures	\$ 62,263	\$ 43,063	\$ 33,915	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	139,241
Excess (Deficiency) of Revenues over Expenditures	\$ (33,100)	\$ 3,328	\$ 284,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	254,835

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2024

Series 2016, Capital Improvement Revenue Bonds		
Interest Rate:	4.50%	
Maturity Date:	5/1/36	\$5,630,000.00
Interest Rate:	4.625%	
Maturity Date:	5/1/47	\$8,220,000.00
Reserve Fund Requirement: Maximum Annual Debt Assessments		
Bonds outstanding - 9/30/2023		\$13,850,000.00
Less:	May 1, 2024 (Mandatory)	\$0.00
Less:	November 1, 2023 (Special Call)	(\$20,000.00)
Current Bonds Outstanding		\$13,830,000.00
Series 2020, Capital Improvement Revenue Bonds		
Interest Rate:	3.125%	
Maturity Date:	5/1/25	\$615,000.00
Interest Rate:	3.800%	
Maturity Date:	5/1/30	\$1,745,000.00
Interest Rate:	4.400%	
Maturity Date:	5/1/40	\$4,810,000.00
Interest Rate:	4.600%	
Maturity Date:	5/1/51	\$8,525,000.00
Reserve Fund Requirement: Maximum Annual Debt Assessments		
Bonds outstanding - 9/30/2023		\$15,695,000.00
Less:	May 1, 2024 (Mandatory)	\$0.00
Current Bonds Outstanding		\$15,695,000.00
Total Current Bonds Outstanding		\$29,525,000.00