MINUTES OF MEETING LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Live Oak Lake Community Development District was held on Wednesday, **January 4, 2023** at 2:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present for the Audit Committee were:

Scott Stearns *via Zoom* Andrea Stevens Mel Gray-Marshal Ned Bowman

Also present were:

Tricia Adams
Sarah Sandy via Zoom
Nicole Stalder
Clayton Smith
Jarrett Wright

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

FIRST ORDER OF BUSINESS Roll Call

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

SECOND ORDER OF BUSINESS Public Comment Period

Ms. Adams opened up the public comment period. No members of the public were participating during this time.

THIRD ORDER OF BUSINESS

Approval of Minutes of the November 2, 2022 Audit Committee Meeting

Ms. Adams stated that the minutes from the November 2, 2022 Audit Committee meeting had been reviewed by District counsel as well as by District management staff. She noted that she would be happy to take any comments or corrections. Hearing none,

On MOTION by Ms. Stevens, seconded by Mr. Bowman, with all in favor, the Minutes of the November 2, 2022, Audit Committee Meeting, were approved.

FOURTH ORDER OF BUSINESS

Review of Proposals and Tally of Audit Committee Members Rankings

Ms. Adams explained to the Board their options stating that they had opportunity to rank these two proposals individually as Audit Committee members or they could do a consensus ranking where the Board comes to consensus on the number of points for each category. The Board members decided to move forward with consensus ranking rather than individual Board member ranking. Ms. Sandy stated that one of the main factors that they had was pricing, which is an easy comparison, but she wanted to make sure that the Board didn't rely solely on the pricing difference to make an award. Ms. Adams noted that the criteria included in the rankings was ability of personnel, proposer's experience, understanding of scope of work, ability to furnish the required services, and price. She also noted that the maximum point value was listed for each of those items, which is 20 points per criterion. Ms. Adams explained that each Community Development District was required to undergo an annual independent audit that must be filed with the State of Florida by June 30th each year. The first auditor that the Audit Committee selects would be working on would be the Fiscal Year 2022 audit, which was the financials that ended September 30th, 2022.

Mr. Bowman asked who did the audit last year. Ms. Adams responded that Grau & Associates had been doing work for the District and they were still performing arbitrage rebate calculations. She stated that DiBartolomeo, McBee, Hartley and Barns was a little bit newer in terms of providing proposals for CDDs and they had not done any work previous for this District. Mr. Stearns asked if staff had any guidance on the history with Grau & Associates. Ms. Adams responded that Grau & Associates was known to be an extremely reliable vendor. She noted that they probably do more CDD audits than any other CPA firm in central Florida. She explained that there was only a handful of firms that engage with the CDD audits. She further explained that Grau

& Associates was able to meet deadlines and was responsive to staff. She stated that they have had less experience as a vendor representing Districts with DiBartolomeo, McBee, Hartley and Barns. She noted that their accounting staff had indicated that there had been some struggles for that vendor to meet deadlines and there were also some challenges with getting communication back from that vendor.

A. Grau & Associates

Ms. Adams stated that on page 11 of the agenda package was a proposal from Grau & Associates. The Board decided to give Grau & Associates 20 points for ability of personnel, 20 points for proposer's experience, 20 points for understanding of scope of work, 20 points for ability to furnish the required services, and 15.53 points for price because their price was \$26,000. She tallied up that Grau & Associates totaled 95.53 points.

B. DiBartolomeo, McBee, Hartley and Barns

Ms. Adams stated that on page 35 of the agenda package was a proposal from DiBartolomeo, McBee, Hartley and Barns. The Board decided to give DiBartolomeo, McBee, Hartley and Barns 15 points for ability of personnel, 15 points for proposer's experience, 20 points for understanding of scope of work, 15 points for ability to furnish the required services, and 20 points for price because their price was \$20,200. She tallied up that DiBartolomeo, McBee, Hartley and Barns totaled 85 points.

Ms. Adams noted the rankings were as follows with Grau & Associates as the #1 choice and DiBartolomeo, McBee, Hartley and Barns as the #2 choice.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, Ranking Grau & Associates #1 and DiBartolomeo, McBee, Hartley and Barns #2, was approved.

FIFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

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, **January 4, 2023** at 2:49 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present and constituting a quorum:

Scott Stearns *via Zoom* Chairman

Andrea Stevens Assistant Secretary
Mel Gray-Marshal Assistant Secretary
Ned Bowman Assistant Secretary

Also present were:

Tricia Adams

Sarah Sandy via Zoom

District Manager/GMS

District Counsel, Kutak Rock

District Engineer, Dewberry

Clayton Smith

Field Operations Manager, GMS

Assistant Field Services Manager, GMS

FIRST ORDER OF BUSINESS Roll Call

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

SECOND ORDER OF BUSINESS Public Comment Period

Ms. Adams opened up the public comment period. There were no public comments.

THIRD ORDER OF BUSINESS Organizational Matters

A. Administration of Oath of Office to Newly Elected Supervisors

Ms. Adams stated that they had already administered the oath to the newly elected Supervisors, Mel Gray-Marshal and Ned Bowman, before the Audit Committee meeting that was held prior to this Board of Supervisor's meeting.

B. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

Ms. Adams noted that they had an orientation for the newly appointed Board members which started on page 59 of the agenda packet. Ms. Sandy noted that the Board members should have received a new Supervisor notebook from her office, which had information regarding CDD's Chapter 190 of the Florida statutes. She noted that they were a governmental entity, special purpose taxing District that was established by the county. She discussed some of the main items that applied to them as a governmental entity, which included the Sunshine law and Code of Ethics. The Sunshine law provides that two or more members of the Board cannot discuss items that are reasonably anticipated to come before the Board outside of a publicly noticed meeting such as the one that they were holding at this time. She noted that this law applied to all forms of communication such as verbal, text, email, etc. She added that having a third party go in between Board members also was not allowed.

C. Membership, Obligations and Responsibilities

Ms. Sandy reviewed the public record statutes stating that any documents involving the District were public records and included all forms such as paper documents, emails, text, photos, etc. She noted that GMS was the District's record manager and they maintained all records for the District. She noted that the main item was usually regarding emails if they get a public records request. She explained that they tell Board members to set up a separate CDD related email that way if they do get a public records request, they could easily search within that email. She noted that if it was not possible to set up a separate CDD email to easily search, then they could create a separate folder for CDD related emails, which would help them avoid any kind of issues regarding public records request in the future.

D. Financial Disclosure Forms

Ms. Sandy reviewed the Form 1 stating that it had to be done within 30 days of being sworn in and, after the initial filing, an updated filing was due by July 1st of each year. Ms. Adams noted that since the new supervisors had to qualify for their seats the initial Form 1 filling may have already been completed by the Supervisors at the time of qualification. Ms. Sandy explained that this Form 1 is filed with their local Supervisor of Elections in whatever county they live in. She noted that they were supposed to contact them to request the updated form next year. She also noted that the fine for not filing the Form 1 timely could get expensive, so they strongly recommended them to get that Form 1 filed timely.

E. Consideration of Resolution 2023-05 Electing Officers

Ms. Adams noted that page 89 of the agenda packet included a listing of all the officers for the Board of Supervisors. She explained that the Community Development District had a Chair, Vice Chair, Secretary, Assistant Secretaries, Treasurer, and Assistant Treasurer. She noted that currently they had Scott Stearns serving as Chair, Kimberly Locher serving as Vice Chair, the remaining Board members serving as Assistant Secretaries, Jill Burns serving as Secretary, Tricia Adams serving as Assistant Secretary, George Flint serving as Treasurer, and Katie Costa serving as Assistant Treasurer. Ms. Adams asked the Board to consider the same staff personnel for the purpose of attesting the Chairman's signature, processing documents, processing accounts payable and the District's financial records.

On MOTION by Mr. Bowman, seconded by Ms. Gray-Marshal, with all in favor, Resolution 2023-05 Electing Officers Keeping the Same Existing Officers and Adding New Board Members as Assistant Secretaries, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the November 2, 2022 Board of Supervisors Meeting and Acceptance of Minutes of the November 2, 2022 Landowners' Election

Ms. Adams presented the November 2, 2022 Board of Supervisors and Landowners' Election meeting minutes. She asked if there were any comments or corrections. Hearing none, she asked for a motion to approve.

On MOTION by Ms. Stevens, seconded by Mr. Bowman, with all in favor, the Minutes of the November 2, 2022, Board of Supervisors Meeting and Accepting the November 2, 2022 Landowners' Election Minutes, were approved.

FIFTH ORDER OF BUSINESS

Acceptance of Rankings of the Audit Committee and Authorizing Staff to Send a Notice of Intent to Award

Ms. Adams stated the Audit Committee recommended ranking Grau & Associates as #1 with the total of 95.53 points awarded and DiBartolomeo, McBee, Hartley and Barnes as #2 with the total of 85 points awarded.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, Accepting the Ranking from the Audit Committee and Authorizing Staff to Send a Notice of Intent to Award to Grau & Associates, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-04 Regarding State Board Administration

Ms. Adams stated that this Resolution was included on page 104 of the agenda packet. She explained that this was a resolution to move surplus funds that were not needed for the immediate operation of the District, to an investment account that has a little higher yield than their current money market account. She noted that they currently had a money market account, which was earning less than 1% interest. She stated that in the State of Florida, per Florida statutes, special Districts were allowed to use only limited investment options with one being the State Board of Administration, which is a local government surplus trust fund and the current interest on that is 3.94%. She noted that their accounting staff discussed this with her, and they were recommending that they move the surplus funds to the higher interest earning account. She stated that she would be happy to answer any questions on this matter. Ms. Adams stated that the funds were available immediately and there was no penalty to withdraw at any time.

On MOTION by Mr. Bowman, seconded by Ms. Gray-Marshal, with all in favor, Resolution 2023-04 Regarding State Board Administration, was approved.

SEVENTH ORDER OF BUSINESS Consideration of Acquisition of the Phase 4A and 7A Stormwater Ponds

Ms. Adams stated that District Counsel had been working with the District Engineer regarding the bill of sale, the special warranty deed, and all of the legal descriptions. She explained that as the community was being developed, if it had been intended per the engineer's report Capital Improvement Plan and other development documents, the District would be the ultimate owner, operator, and permit holder for the stormwater system. She noted that as different ponds and different infrastructure were completed, it would then be turned over to the District to own and maintain in perpetuity. She explained that this was part of the process where as stormwater parcels get developed, they get turned over to the District. She noted that District counsel prepared the documents, and would walk the Board through the bill of sale as well as the special warranty deed.

Mr. Bowman asked who was responsible if something fails on the structure that was built and in place. Ms. Sandy responded that the District was accepting this for ownership and maintenance. She explained that as part of this process, they were getting assigned warranties that were provided to the developer from the contractor. She further explained that if it was something to do with the initial construction and they were still within the warranty period, then they could enforce those warranties assigning them to the District; however, if they were talking about down the road in the future, the District would be the owning and maintaining entity for these. She noted that the District was expected to pay for any maintenance of them such as aquatic maintenance or mowing of pond banks.

Ms. Sandy stated that both of these stormwater improvements were expected to be owned and maintained by the District. She explained that previously when they issued bond proceeds, the District would pay for the required improvements or construct the improvements itself. She further explained that the District ran out of those bond proceeds. She also stated that moving forward, they were continuing to go through the acquisition process because the District agreed to acquire all the improvements that were a part of their public improvement plans, but also because they had some funds in an impact fee credit account as well as the developer has an infrastructure contribution requirement that they wanted to be able to continue to accumulate the acquisition cost and make sure that they could account for those. She noted that these ponds were in Phase 4A and 7A, which were complete and currently going through the platting process. She explained that they

were wanting to move forward with acquiring them and making sure that they could get them on the District maintenance program. She stated that the District engineer had confirmed that these improvements were part of their Series 2020 Project, which was the project associated with the 2020 bonds. She noted that the total acquisition cost for these, which is based on the actual cost paid by the developer to the contractor, was a not to exceed of \$2,900,000. She explained that the District engineer had reviewed those costs and, as part of the acquisition, they would receive a certificate from the District engineering certifying as to those costs. She noted that the acquisition of the improvements would not be final until they received all the documentation that they require under the Acquisition Agreement. She stated that in addition to the bill of sale and the special warranty deed that were in the agenda packet, the bill of sale covers the actual improvements, and the special warranty deed covers the land that the ponds were on. She explained that they would also be looking for an affidavit of costs paid from the developer, an assignment of warranties from the contractor, and the engineer's certificate, which were the main items that they get in connection with an acquisition such as this. She concluded that at this time they were asking for the Board to approve the acquisition of the ponds at a not to exceed of \$2,900,000 subject to receipt and review by District counsel of the documentation required under the Acquisition Agreement.

Ms. Gray-Marshal noted concerns and asked why if it was in the platting progress and there was no revenue coming from that, would there be an Acquisition Agreement for something that did not generate any funds. She continued asking what the reasoning was for the District to pay for something that had no revenue. She asked why once everything was platted and there was an agreement to sell the homes or land, would this \$2,900,000 cost be then spread from that process. She noted concern that she didn't understand why the developer wouldn't keep it until there was some way to actually pay for what he is trying to give over to the District. Ms. Sandy responded that previously when there were bond proceeds when they issued the bonds and they did have proceeds from those to acquire improvements from the developer or to directly contract and do the construction themselves, which the District did do, they used the construction proceeds to pay for that. She explained that anything above and beyond that in which they didn't have bond proceeds for, the District had funds from selling impact fee credits that had generated and it used those funds to acquire improvements. She further explained that after that, the District was not obligated to pay the developer for these improvements, but they were obligated to take the improvements into their ownership and maintenance because they were public improvements that were benefiting the

community as a whole and were necessary in order to develop the community. She stated that in order to build the houses, they had to have certain drainage in place and a stormwater system, which was all a part of permitting. She noted that the District existed for the purpose of building, owning, and maintaining those improvements or they would construct the improvements and pass them along to another governmental entity. Ms. Gray-Marshal noted that she understood what Ms. Sandy explained but asked if there was a date on when all the platting was supposed to be done and when they would need these improvements. She also asked why wouldn't paying the \$2,900,000 go along with when the date was set. She further explained her concern stating that it seemed like a large amount for the District to handle and to pass along when there was no platting, no home ownership, and nothing set on what the income was to pay for it. Ms. Adams responded to Ms. Gray-Marshal's questions and concerns on the benefit for the constituents within the District, those who live within the District and how this benefited them stating that the stormwater system was there to control flooding and manage stormwater, so there was benefit to residential homes. Ms. Sandy clarified that the stormwater system was interconnected as a whole, and they didn't treat it separate for each phase. Ms. Gray-Marshal noted that they were saying this was to the benefit of everyone but asked how this was going to make everyone else's ownership in this required. She noted that this was just required for the new platting phases that were not there yet. Ms. Adams explained that property within the District was assessed maintenance fees that contributed to the ongoing maintenance of the District assets. She noted that there was a direct bill assessment going to the landowner for unplatted parcels. Ms. Gray-Marshal stated that they were asking the District to pay \$2,900,000 and asked who owned that. Ms. Sandy responded that prior to acquisition, Narcoossee Land Ventures owned the property. She clarified that on the \$2,900,000, the only portion of that that would be paid was from the impact fee credit funds that the District already had. She further explained that if the District doesn't have funds currently to pay the remainder of the \$2,900,000, then the District would not be paying the Developer for that. She stated that they were tracking the amounts instead of just taking the improvements and saying that they were accepting them because the developer does have an infrastructure contribution requirement, which means that they had to contribute a certain amount of infrastructure and they wanted to track those amounts. She further explained that if they only had a million dollars in impact fee credit revenue that they were able to pay to the developer, the additional \$1,900,000 would apply to their credit and they would not actually be paying those funds out to the developer.

She clarified again that they were not having to assess residents to pay the \$2,900,000. Ms. Gray-Marshal noted that she didn't understand if there was no revenue coming from it, why would they acquire it and why would the developer not just keep it until they had developed something where the people would be able to use it for their storm drainage or use it for their sewer systems or their streets. Ms. Adams responded that it was typical that when the improvement is completed, it would then be considered for conveyance to the District. She added that they wanted to receive the improvements in good condition and to maintain the parcels in accordance with District standards. Ms. Gray-Marshal clarified that her concern was that the platting was in process, which could mean an unknown amount of time depending on the economic condition, and she wanted to know why they would acquire something so far in advance and why Narcoossee Land Ventures wouldn't just keep it until later. Ms. Sandy responded that because of their engineer report, they set forth a Capital Improvement Plan that states the improvements that the District planned to construct, acquire, own or maintain. She further explained that these were improvements that were part of that engineering plan. She noted their Acquisition Agreement provided that upon completion. She also noted that if they were acquiring these improvements, they would take them upon being notified that they were complete from the developer, which they had been notified of that. She also noted that if they don't take them at the time of completion, then they don't have the ability to control the maintenance of the item, so they would not necessarily be receiving them in their top condition. If they receive them later, they will have to take them on an as-is basis. She explained that often the District liked to take it into their ownership and maintenance at completion so that they could make sure that they were maintaining it as the District sees fit from the start. Mr. Stearns added that there was flood control that was a part of this and part of the master permit for the entire property that the CDD maintained. He explained that the property had been masqueraded and the roads were almost constructed and paved. He noted that there was a need for flood control and maintenance actively today at this point even though it has not been platted yet. He stated that until such time, the developer would be paying their dues based on the acreage. He also noted that after it's platted, the developer would also be paid based on platted lots. He stated that there was always a transition period where they go through this process of handing over these type of infrastructure items to the CDD. Ms. Gray-Marshal stated that she understood but didn't agree with it.

On MOTION by Mr. Bowman, seconded by Mr. Stearns, with Mr. Bowman, Mr. Stearns, and Ms. Stevens in favor and Ms. Gray-Marshal opposed, Accepting the Acquisition of Phase 4A and 7A Stormwater Ponds in an amount Not to Exceed \$2,900,000 Subject to Receipt and Review by District Counsel, was approved 3-1.

EIGHTH ORDER OF BUSINESS

Consideration of Data Sharing and Usage Agreement with Osceola County Property Appraiser

Ms. Adams stated that Florida had a very broad public record laws, but there were some exemptions for certain classifications of citizens. She further explained that citizens such as judges, law enforcement personnel, etc. could request that their records be exempt from public disclosure. She stated that this agreement with Osceola County was saying that the records that they hold exempt, the CDD would hold those same records exempt from public disclosure. She added that the county makes it very easy for them because they redact the information before they provide it to the District. She stated that this would be an agreement Board members consider annually as it is a twelve month agreement.

On MOTION by Ms. Stevens, seconded by Mr. Stearns, with all in favor, the Data Sharing and Usage Agreement with Osceola County Property Appraiser, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

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

B. Engineer

i. Ratification of Engineering Services Work Authorization for Phase 4 and 7 Property Conveyance

Ms. Stalder stated she had nothing further to report to the Board. Ms. Adams stated that the work authorization had been approved by the Chairman to get the work started and on behalf of the District, they were looking for a motion to ratify. She added that the total estimated budget was \$3,400.

On MOTION by Ms. Stevens, seconded by Mr. Bowman, with all in favor, the Engineering Services Work Authorization for Phase 4 and 7 Property Conveyance, was ratified.

C. Field Manager's Report

i. Consideration of Proposal to Install Planter Pots with Juniper

Mr. Wright reviewed the Field Manager's report starting with the landscaping items. He noted that the drip line along the viburnum hedge was installed. He stated that they originally planned to replace 4 dead palms. He added that as they were removing them, they noticed a fifth dead palm as well, so they removed it for free and they just had to pay for the replacement. He stated that they were all installed and looked great. He noted that the remaining healthy Japanese Blueberry trees would stay in place. He explained that the ones that were too far gone, they removed all of them with exception to one, which they have a plan to replace four trees. He noted that all of that was in process of being ordered and would be taken care of next month.

Mr. Wright reviewed the proposal for the replacement of 16 planter pots stating that they wanted to remove the current plants that were all dead, verify all the irrigation was still working and add a couple of new holes to the pots to make sure it is good. He explained that they were looking to have one uniform look across the property. He stated that there was one planter pot that was on the HOA side, which was a double pot, and they were trying to have that same style plant so that everything looked uniform.

Mr. Wright discussed more of the in-progress items stating that they went through and inspected the Meadowedge Loop to see if they could see any signs of fish that they had installed, but the water level was way too high to see any of the minnows. He stated that they would continue to monitor that area. He reviewed the next in-progress item stating that they inspected all the trees along the drainage canal on the backside by the pond and most of the trees were still healthy despite appearances. He stated that there was one tree that they were keeping an eye on, which they would have to remove, but not replace. He explained that when they were installed, they were too tight together. He noted that once the dead trees were removed, some of the trees would be relocated to alleviate spacing concerns. The next item reviewed was the fountain repairs. Mr. Wright stated that they had been working closely with SOLitude over the last month on the fountain near the amenity center, which wasn't working properly. He also discussed that the lights were tripping the breakers at the two fountains over on the west side of the property across the street, so SOLitude

was preparing a proposal to replace and fix any other repairs with the lighting. He reviewed the irrigation repairs stating that at the second roundabout there was a main line break detected and it was fixed. He stated that in the same area along the pond headed down toward the drainage canal and lift station had sod damage from construction crews driving in and out. He noted that they were going to keep an eye on it for now. Mr. Stearns responded that the construction crews shouldn't be driving anywhere near this sod location. Mr. Wright stated that he wasn't sure what day it happened, but they could very clearly see the tracks of the vehicle that they used. Mr. Stearns responded that it didn't make sense and he wanted to make sure because that was something that should be back charged to the contractor, so he wanted to identify the correct person. He asked how long ago this was. Mr. Wright noted it was roughly two months ago. Mr. Stearns stated that they would review this to see what condition it was in now. He asked them to alert Ms. Stevens or himself immediately upon this type of discovery because they could get these issues fixed sooner.

Ms. Gray-Marshal noted that she sent in pictures a while ago about the missing palms. She asked if they replaced those palms. Mr. Smith responded that those palms were significantly more expensive. He also noted that they removed all the dead ones but haven't replaced any yet because of their susceptibility to disease. He noted that they could review further. Ms. Gray-Marshal asked if Mr. Smith was saying that aesthetic wise it was missing, but because it was expensive, it was not going to be replaced as it was. She also asked about the replacement of the two missing on the corner being too expensive to replace. Mr. Smith responded that the District had a budget that they tried to work with the best that they possibly could and all those replacements may not be within their budget now especially for the fact that they were susceptible to disease. Ms. Gray-Marshal stated that this issue had been going on for over a year. Mr. Smith stated that it was not that they were trying to ignore or selectively pick what they were working on, but that it was a budget that they worked within, and they try to prioritize things the best they can. He noted that when it came to plant replacement, sometimes things don't get replaced because of the cost, etc. He added that if Ms. Gray-Marshal would like to see those palms replaced, then they could start looking into some options, bring back pricing and go from there. Mr. Bowman stated that a couple of months ago they were going to come up with some protocols to send to all the homeowners. Mr. Smith identified steps that homeowners could take in terms of reducing exterior lights, etc. to deter midge presence. Mr. Smith would send the midge management information through the HOA electronic mail messaging system in coordination with Supervisor Stevens.

On MOTION by Mr. Stearns, seconded by Mr. Bowman, with all in favor, the Proposal to Install Planter Pots with Juniper, was approved.

D. District Manager's Report

i. Check Run Summary

Ms. Adams reviewed the check run summary from November through December dated January 4, 2023. She stated that the total was \$183,782.81. She added that it was included in the agenda package. She explained that she would be happy to answer any questions that they may have about the check run summary. She noted some large transfers of the CDD fees over to the trustee for debt service. She asked the Board if they wanted her to explain that to them. Hearing nothing,

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

ii. Combined Balance Sheet

Ms. Adams stated that the financials were included in the agenda package. There was no action needed on this item. She explained that overall, the prorated spending was below the budgeted amount.

TENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

Ms. Adams asked if there were any comments for anything that was not on the agenda. Mr. Bowman asked how often Juniper cut around ponds. Mr. Smith stated that it was every other week right now.

TWELFTH ORDER OF BUSINESS Adjournment

The meeting was adjourned.

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

Secretary / Assistant Secretary Chairman / Vice Chairman