

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

***Agenda***

***October 25, 2022***

# AGENDA

# *Live Oak Lake*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

November 30, 2022

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

Dear Board Members:

The regular meeting of the Board of Supervisors of **Live Oak Lake Community Development District** will be held **Wednesday, December 7, 2022, 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/99200001236>

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

**Meeting ID:** 992 0000 1236

Following is the advance agenda for the meeting:

#### **Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Review of Proposals and Tally of Audit Committee Members Rankings
  - A. Grau and Associates
  - B. DiBartolomeo, McBee, Hartley and Barnes
4. Adjournment

#### **Board of Supervisors**

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Administration of Oath of Office to Newly Elected Supervisor
  - B. Consideration of Resolution 2023-05 Electing Officers
4. Approval of Minutes of the October 5, 2022, Board of Supervisors Meeting
5. Acceptance of Rankings of the Audit Committee and Authorizing Staff to Send a Notice of Intent to Award
6. Consideration of Resolution 2023-04 Regarding State Board Administration Investment Account
7. Consideration of Acquisition of the Phase 4A and 7A Stormwater Ponds
8. Staff Reports
  - A. Attorney

- B. Engineer
  - i. Ratification of Engineering Services Work Authorization for Phase 4 and 7 Property Conveyance
- C. Field Manager's Report
  - i. Consideration of Proposal to Install in Planter Pots with Juniper
- D. District Manager's Report
  - i. Check Run Summary
  - ii. Combined Balance Sheet
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

## ***Audit Committee Meeting***

## SECTION III

# SECTION A



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

**LIVE OAK LAKE**

**COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: November 28, 2022  
5:00PM

**Submitted to:**

Live Oak Lake  
Community Development District  
c/o District Manager  
219 East Livingston Street  
Orlando, FL 32801

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**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

November 28, 2022

Live Oak Lake Community Development District  
c/o District Manager  
219 East Livingston Street  
Orlando, FL 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2022, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Live Oak Lake Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or Racquel McIntosh, CPA ([rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau

# Firm Qualifications



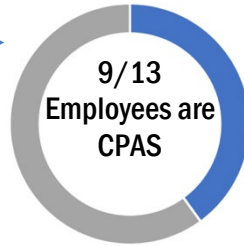
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## Grau's Focus and Experience

### Our Team



3 Partners  
10 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

### Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

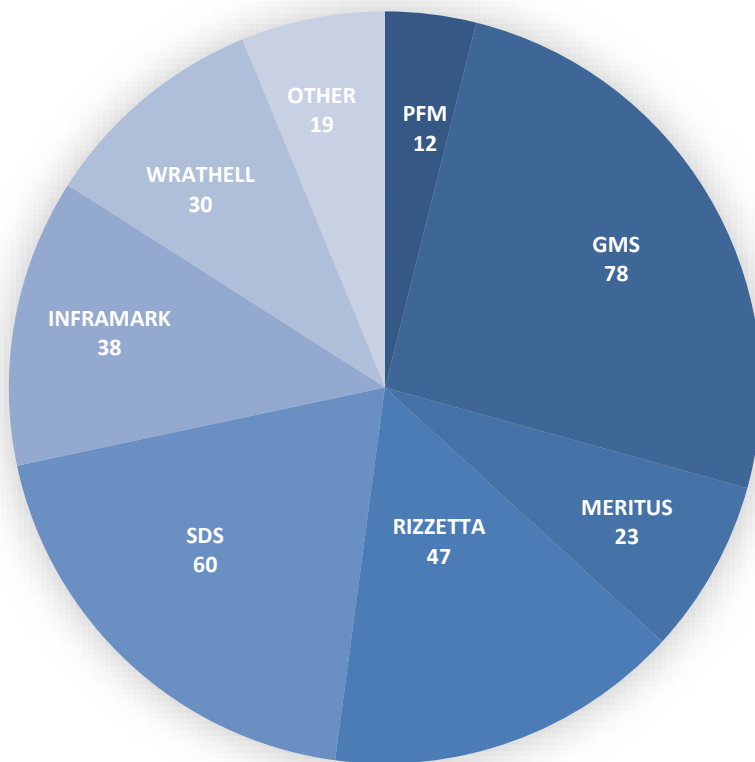
3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311 | 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | [www.ficpa.org](http://www.ficpa.org)

## **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### Profile Briefs:

#### **Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 30+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*24 hours; Accounting,*

*Auditing and Other:*

*56 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, GFOA*

#### **Racquel McIntosh, CPA (Partner)**

*Years Performing Audits: 14+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*47 hours; Accounting,*

*Auditing and Other:*

*58 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, FASD*

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

-Racquel McIntosh



## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



# Antonio 'Tony' J. Grau, CPA

## Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

### Education

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

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### Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I,II,IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

### Professional Associations/Memberships

American Institute of Certified Public Accountants   Florida Government Finance Officers Association  
Florida Institute of Certified Public Accountants   Government Finance Officers Association Member  
City of Boca Raton Financial Advisory Board Member

### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	56
Total Hours	80 (includes of 4 hours of Ethics CPE)



# Racquel C. McIntosh, CPA

## Partner

Contact : [rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com) | (561) 939-6669

### Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

### Education

Florida Atlantic University (2004)

Master of Accounting

Florida Atlantic University (2003)

Bachelor of Arts:

Finance, Accounting

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### Clients Served (partial list)

(>300) Various Special Districts, including:  
Carlton Lakes Community Development District  
Golden Lakes Community Development District  
Rivercrest Community Development District  
South Fork III Community Development District  
TPOST Community Development District

Westchase Community Development District  
Monterra Community Development District  
Palm Coast Park Community Development District  
Long Leaf Community Development District  
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities  
Indian Trail Improvement District  
Pinellas Park Water Management District  
Ranger Drainage District  
South Trail Fire Protection and Rescue Service District

### Professional Associations/ Memberships

American Institute of Certified Public Accountants  
Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee  
FGFOA Palm Beach Chapter

### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	47
Accounting, Auditing and Other	58
Total Hours	<u>105</u> (includes of 4 hours of Ethics CPE)

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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### Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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### Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.



Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# **Cost of Services**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2022-2026 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2022	\$5,000
2023	\$5,100
2024	\$5,200
2025	\$5,300
2026	<u>\$5,400</u>
<b>TOTAL (2022-2026)</b>	<b><u>\$26,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

# **Supplemental Information**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>333</b>	<b>5</b>	<b>3</b>	<b>328</b>	

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing Live Oak Lake Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

## SECTION B

# **Live Oak Lake Community Development District**

<b>Proposer</b>
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**DiBartolomeo, McBee, Hartley & Barnes, P.A.**  
**Certified Public Accountants**

**2222 Colonial Road, Suite 200  
Fort Pierce, Florida 34950  
(772) 461-8833**

**591 SE Port St. Lucie Boulevard  
Port Saint Lucie, Florida 34984  
(772) 878-1952**

**Contact:**

**Jim Hartley, CPA  
Principal**



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Live Oak Lake  
Community Development District  
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Live Oak Lake Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

***Proven Track Record***—Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

***Experience***—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

***Timeliness*** – In order to meet the Districts needs, we will perform interim internal control testing by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 31<sup>st</sup>. Follow up review will be completed as necessary.

***Communication and Knowledge Sharing***— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

A handwritten signature in black ink, reading "DiBartolomeo, McBee, Hartley & Barnes". The signature is written in a cursive, flowing style.

DiBartolomeo, McBee, Hartley & Barnes, P.A.

## PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

### ➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

<b>Professional Staff Classification</b>	<b>Number of Professionals</b>
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

### ➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

### ➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

**Jim Hartley, CPA** – Engagement Partner (resume attached)  
Will assist in the field as main contact

**Jay McBee, CPA** – Technical Reviewer (resume attached)

**Christine Kenny, CPA** – Senior (resume attached)

## **Jim Hartley**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

### **Education and Registrations**

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

## **Jay L. McBee**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

### **Recent Engagements**

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

### **Education and Registrations**

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

## **Christine M. Kenny, CPA**

### ***Senior Staff – DiBartolomeo, McBee, Hartley & Barnes***

#### **Experience and training**

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

#### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall’s Point, and Town of St. Lucie Village.

#### **Education and Registrations**

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association



## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Governmental Audit Experience*

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

## ADDITIONAL DATA

### ➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

### ➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

## ADDITIONAL DATA (CONTINUED)

### ➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

### ➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

*This evaluation includes:*

- System hardware and software
- Organization and administration
- Access

## Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	<b>Jim Hartley</b>			√	<b>250-300</b>
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	<b>Mark Barnes</b>		√	√	<b>800</b>
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	<b>Jim Hartley</b>	√	√	√	<b>600</b>
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	<b>Jim Hartley</b>			√	<b>100</b>
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	<b>Jay McBee</b>				<b>60</b>
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	<b>Jay McBee</b>				<b>60</b>
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	<b>Jim Hartley</b>			√	<b>350</b>
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>

## TECHNICAL APPROACH

**a. *An Express Agreement to Meet or Exceed the Performance Specifications.***

1. The audit will be conducted in compliance with the following requirements:
  - a. Rules of the Auditor General for form and content of governmental audits
  - b. Regulations of the State Department of Banking and Finance
  - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1<sup>st</sup> of the following year. In order to ensure this we will perform interim internal control testing as required by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 30<sup>th</sup>. Follow up review will be completed as necessary.

***b. A Tentative Schedule for Performing the Key phases of the Audit***

<b>Audit Phase and Tasks</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>
<b><i>I. Planning Phase:</i></b>							
Meetings and discussions with Live Oak Lake Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations							
Develop engagement plan							
Study and evaluate internal controls							
Conduct preliminary analytical review							
<b><i>II. Detailed Audit Phase:</i></b>							
Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
<b><i>III. Closing Phase:</i></b>							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
<b><i>IV. Reporting Phase:</i></b>							
Review or assist in preparation of financial statement for Live Oak Lake Community Development District							
Prepare management letter and other special reports							
Exit conference with Live Oak Lake Community Development District officials and management							
Delivery of final reports							

**b. SPECIFIC AUDIT APPROACH**

**Our partners are not strangers who show up for an entrance conference and an exit conference.** We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

**Planning Phase**

**Meetings and Expectations:**

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Live Oak Lake Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

## **Review Operations and Develop Engagement Plan**

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

## **Study and Evaluate Internal Control**

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

## **Conduct Preliminary Analytical Review**

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.



## Detailed Audit Phase

### **Conduct Final Risk Assessment and Prepare Audit Programs**

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

### **Perform Substantive Tests of Account Balances**

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

### **Perform Single Audit Procedures (if applicable)**

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

## **Perform Statutory Compliance Testing**

We have developed audit programs for Live Oak Lake Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

### **Closing Phase**

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

### **Reporting Phase**

#### **Financial Statement Preparation**

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

#### **Management Letters**

***We want to help you solve problems before they become major.***

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

#### **Exit Conferences and Delivery of Reports**

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

## **PROPOSED AUDIT FEE FOR EACH YEAR OF THE FIVE YEARS**

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Live Oak Lake Community Development District for the five years as follows:

September 30, 2022	\$ 3,850
September 30, 2023	\$ 3,950
September 30, 2024	\$ 4,000
September 30, 2025	\$ 4,150
September 30, 2026	\$ 4,250

In years of new debt issuance fees may be adjusted based on review with management.

Live Oak Lake CDD Auditor Selection							
	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understading of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
DiBartolomeo, McBee, Hartley & Barnes					2022- \$3,850 2023- \$3,950 2024- \$4,000 2025- \$4,150 2026- \$4,250		
Grau & Associates					2022- \$5,000 2023- \$5,100 2024- \$5,200 2025- \$5,300 2026- \$5,400		

***Board of Supervisors Meeting***

## SECTION III

## SECTION B

**RESOLUTION 2023-05**

**A RESOLUTION ELECTING THE OFFICERS OF THE LIVE OAK LAKE  
COMMUNITY DEVELOPMENT DISTRICT, OSCEOLA COUNTY, FLORIDA.**

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

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

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

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

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

PASSED AND ADOPTED this \_\_\_\_\_ day of December 2022.

**ATTEST:**

**LIVE OAK LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors



# MINUTES

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

The Landowners' Meeting and Election of the Live Oak Lake Community Development District was held on Wednesday, **November 2, 2022** at 2:32 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present were:

Scott Stearns  
Andrea Stevens  
Kimberly Locher

Tricia Adams  
Sarah Sandy

District Manager  
District Counsel

**FIRST ORDER OF BUSINESS**

**Determination of Number of Voting Units  
Represented**

Ms. Adams noted that there were 336 votes authorized.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Ms. Adams called the meeting to order.

**THIRD ORDER OF BUSINESS**

**Election of the Chairman for the Purpose of  
Conducting Landowners' Meeting**

Ms. Adams asked the Board if they would like for her to serve as Chairman for the purpose of conducting the Landowners' meeting. The Board agreed.

**FOURTH ORDER OF BUSINESS**

**Nominations for the Positions of Supervisor  
for Seat 3**

Ms. Adams asked if there were any nominations for Seat #3 that is included in the ballot and is for a 4-year term. The nomination was made for Kimberly Locher for Seat #3.

**FOURTH ORDER OF BUSINESS**

**Casting of Ballots**

Ms. Adams stated the ballots have been received from Narcoossee Land Ventures and an authorized agent has completed the ballots and cast 336 votes for Kimberly Locher. Ms. Adams noted there were no other landowners present and there are no other nominations. She added that Zoom participants are not eligible to participate in the Landowner's meeting.

**FIFTH ORDER OF BUSINESS**

**Tabulation of Ballots and Announcement  
Results**

Ms. Adams stated that Ms. Locher will serve a four-year term.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

Ms. Adams adjourned the meeting.

**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, **November 2, 2022** at 2:34 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present and constituting a quorum:

Scott Stearns  
Andrea Stevens  
Kimberly Locher

Chairman  
Vice Chairperson  
Assistant Secretary

Also present were:

Tricia Adams  
Sarah Sandy  
Nicole Stalder *by Zoom*  
Jarrett Wright  
Clayton Smith  
Ned Bowman

District Manager/GMS  
District Counsel, Kutak Rock  
District Engineer, Dewberry  
Assistant Field Services Manager, GMS  
Field Operations Manager, GMS  
Supervisor Elect (Term Effective November 22, 2022)

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order. Three Supervisors were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

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

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Notification of Letter of Resignation of Supervisor from Seat 5**

Ms. Adams stated there was a letter of resignation within the packet for seat #5 from Kimberly Locher effective October 27, 2022.

On MOTION by Mr. Stearns, seconded by Ms. Stevens, with all in favor, the Letter of Resignation for Seat #5 from Kimberly Locher, was accepted.

**B. Administration of Oath of Office for Supervisor Elected to Seat 3**

Ms. Adams stated Kimberly Locher has been appointed to the Board of Supervisors from the Landowner's election for Seat #3 which will be a four-year term. She administered the oath of office to Ms. Locher.

**C. Consideration of Resolution 2023-01 Canvassing and Certifying Results of the LO Election**

Ms. Adams stated the results of the Landowners' election held early today reflected 336 votes for Kimberly Locher in Seat #3.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, Resolution 2023-01 Canvassing and Certifying Results of the Landowners' Election, was approved.

**D. Consideration of Resolution 2023-02 Electing Officers**

Ms. Adams stated the Board may want to defer the election of officers due to the general election to be held next week on November 8, 2022. She added that two seats that have transitioned to the general election. She noted the current slate of officers was Scott Stearns as Chair, Mr. Moore as Vice-Chair, Ms. Stevens as Assistant secretary, Ms. Burns as secretary. She asked the Board if they wanted to elect officers or defer to the next meeting. The Board wanted to elect today. She also asked the Board if they wanted to consider individually or consider a slate of officers. She added the Vice Chair seat is open. The newly elected officers will be Scott Stearns as Chair, Andrea Stevens as Vice Chair, Kimberly Locher, other Board members, and Tricia Adams as Assistant Secretary, and Ms. Burns as Secretary.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, Resolution 2023-02 Election of Officers with Scott Stearns as Chair, Ms. Stevens as Vice Chair, Ms. Locher, Mr. Lee Moore and Ms. Adams as Assistant Secretaries, Ms. Jill Burns as Secretary, was approved.

**FOURTH ORDER OF BUSINESS****Approval of Minutes of the September 7, 2022  
Board of Supervisors Meeting**

Ms. Adams presented the September 7, 2022 Board meeting minutes and asked if there were any comments or corrections. Hearing no changes from the Board, Ms. Adams asked for a motion to approve.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Minutes of the September 7, 2022, Board of Supervisors Meeting, were approved.

**FIFTH ORDER OF BUSINESS****Presentation of Arbitrage Calculation Report**

Ms. Adams stated this report is for Series 2016 bonds. She explained that the District must demonstrate that they are not earning more interest than they are paying. Ms. Adams noted that if the District did have an arbitrage issue, there is an IRS penalty. The report is in the agenda packet for Board review. She noted that the report shows there is no arbitrage issue.

On MOTION by Mr. Stearns, seconded by Ms. Stevens, with all in favor, Accepting the Arbitrage Calculation Report for Series 2016, was approved.

**SIXTH ORDER OF BUSINESS****Consideration of Engagement Letter for  
Arbitrage Services – LLS Tax Solutions Inc.**

Ms. Adams stated this attached letter is for arbitrage services with LLS Tax Solutions Inc, for \$550. She added this engagement letter is consistent with the budgeted amount.

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

**SEVENTH ORDER OF BUSINESS****Ratification of Landscape and Maintenance  
Agreement with Juniper Landscaping**

Ms. Adams stated that at the last meeting the Board considered different proposals for landscaping services. Ultimately the Board ranked Juniper as the preferred landscape provider and authorized staff to prepare an agreement. That agreement was prepared effective October 1, 2022

with the terms that the Board previously approved based on the proposal that Juniper provided. In the agenda is the final form of the agreement for Board review.

On MOTION by Ms. Locher, seconded by Ms. Stevens, with all in favor, the Landscape and Maintenance Agreement with Juniper Landscaping, was ratified.

#### **EIGHTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2023-03 Authorizing the Use of Electronic Document Signatures**

Ms. Adams noted that this allows the use of electronic signatures on agreements and other District documents. Ms. Sandy noted that this has been implemented at a lot of Districts and it has been very helpful. Ms. Sandy recommended approval.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, Resolution 2023-03 Authorizing the Use of Electronic Document Signatures, was approved.

#### **NINTH ORDER OF BUSINESS**

#### **Ratification of Developer Deficit Funding Agreement**

Ms. Adams noted that the Board saw this agreement at the prior meeting, and they approved it in substantial form. This agreement sets a cap for the contribution and the contribution is commensurate with the amount that the Board adopted in the Fiscal Year 2023 budget. District counsel worked on finalizing the agreement. Ms. Sandy stated that she worked with Developer's counsel on finalizing the agreement. She noted that they added if the amount of the O&M deficit is less than the amount funded by the developer, the District would reimburse the developer for that for any overpayment.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Developer Deficit Funding Agreement, was ratified.

**TENTH ORDER OF BUSINESS****Ratification of Fountain Maintenance Agreement with SOLitude**

Ms. Adams stated that at the last meeting the Board reviewed a proposal and approved the terms of the proposal and authorized staff to prepare the form of the agreement. She asked for the Board to ratify the agreement.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Fountain Maintenance Agreement with SOLitude, was ratified.

**ELEVENTH ORDER OF BUSINESS****Appointment of Audit Committee**

Ms. Adams stated that the District is required to have an annual independent audit for the District's financial records. The Board has the ability to enter into an audit agreement for up to five years. Typically each year there will be an audit engagement letter presented to the Board for approval. The current audit agreement has expired, so they need to have an Audit Committee meeting. Ms. Adams noted that the Board appoints the Audit Committee and typically management suggests that the Board appoint themselves as the Audit Committee. The Audit Committee is schedule immediately following the Board meeting.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, Appointing the Board of Supervisors as the Audit Committee, was approved.

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

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

**B. Engineer**

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

**C. Field Manager's Report**

Mr. Wright reviewed the field manager's report in the agenda and summarized the completed items for the Board.



**i. Presentation of Pond Maintenance Services Contract with SOLitude**

Mr. Wright reviewed the agreement with SOLitude for aquatic maintenance services.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Pond Maintenance Services Contract with SOLitude, was approved.

**ii. Consideration of Proposal of Restocking with GMS**

Mr. Wright noted that this would be for 6,000 gambusia and 3,000 shrimp.

On MOTION by Mr. Stearns, seconded by Ms. Stevens, with all in favor, the Proposal of Gambusia Fish and Ghost Shrimp Stocking with GMS, was approved.

**iii. Consideration of Proposal of Sable Palm Replacement on Nolte Road – Juniper Landscaping**

Mr. Wright presented the sabal palm replacement for the palm that died along Nolte Road.

On MOTION by Mr. Stearns, seconded by Ms. Stevens, with all in favor, the Proposal of Sable Palm Replacement on Nolte Road – Juniper Landscaping, was approved.

**iv. Consideration of Proposal of Japanese Blueberry Removal and Palm Replacement – Juniper Landscaping**

Mr. Wright reviewed the Japanese Blueberry removal and palm replacement proposal. The Board discussed if all Japanese Blueberries would be removed or just the declining trees.

**v. Proposal to Replace Japanese Blueberry Trees with Sod – Juniper Landscaping – Added**

Mr. Wright reviewed the proposal to replace the Japanese Blueberry Trees with sod.

On MOTION by Ms. Stevens, seconded by Mr. Stearns, with all in favor, the Proposal of Japanese Blueberry Removal and Palm Replacement – Juniper Landscaping Not to Exceed \$3,270.06 for sod and \$6,000 for landscape replacement and Direction for Staff to work with Vice Chairperson Andrea Stevens regarding plant selection, was approved.

**D. District Manager's Report****i. Review of Insurance Property Schedule**

Ms. Adams noted that is best practice to present this to Boards once a year to review the property schedule. She stated that they don't have any property that is insured for this District they have liability insurance and public official's liability insurance. The District doesn't own anything that would require property insurance.

**ii. Check Run Summary**

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

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

**iii. Combined Balance Sheet**

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

**THIRTEENTH ORDER OF BUSINESS      Other Business**

Ms. Sandy noted that the boundary amendment was approved at the October 17, 2022 Osceola County meeting. The ordinance was effective October 25, 2022. Ms. Sandy noted that they recorded a Notice of Boundary Amendment against all the property in the District so that landowners will have notice in their title work. They are still waiting on the county for the Interlocal Agreement.

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

Mr. Stearns stated that as a bookkeeping matter, they need to finish off some of the bills of sale for the infrastructure that is being completed. Phase 2C is done, as well as 2D. Mr. Stearns stated that Phase 8 is completed as well and those three need to be addressed. He noted that Phases 7 and 4 are actively under construction and will be completed in the next quarter at the end of March.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, the meeting was adjourned at 3:30 p.m.
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\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

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

The Audit Committee meeting of the Board of Supervisors of the Live Oak Lake Community Development District was held on Wednesday, **November 2, 2022** at 3:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present for the Audit Committee were:

Scott Stearns	Chairman
Andrea Stevens	Vice Chairperson
Kimberly Locher	Assistant Secretary

Also present were:

Tricia Adams	District Manager, GMS
Sarah Sandy	District Counsel, Kutak Rock
Nicole Stalder <i>by Zoom</i>	District Engineer, Dewberry
Jarrett Wright	Assistant Field Services Manager, GMS
Clayton Smith	Field Operations Manager, GMS
Ned Bowman	Supervisor Elect (Term Effective November 22, 2022)

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Audit Services**

**A. Approval of Request for Proposals and Selection Criteria**

Ms. Adams noted that the RFP for auditing services was included in the agenda package with evaluation criteria.

**B. Approval of Notice of Request for Proposals for Audit Services**

**C. Public Announcement of Opportunity to Provide Audit Services**

Ms. Adams stated that the proposals are due back in November and will be reviewed at a future Audit Committee meeting. She asked for a motion to authorize staff to issue the RFP and for the Board to approve the selection criteria.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Request for Proposals and Selection Criteria and Notice of Request for Proposals for Audit Services, was approved.
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**FOURTH ORDER OF BUSINESS**

**Adjournment**

Ms. Adams adjourned the meeting.

On MOTION by Ms. Locher, seconded by Ms. Stevens, with all in favor, the meeting was adjourned.
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## SECTION V

Live Oak Lake CDD Auditor Selection							
	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understading of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
DiBartolomeo, McBee, Hartley & Barnes					2022- \$3,850 2023- \$3,950 2024- \$4,000 2025- \$4,150 2026- \$4,250		
Grau & Associates					2022- \$5,000 2023- \$5,100 2024- \$5,200 2025- \$5,300 2026- \$5,400		

## SECTION VI



## RESOLUTION 2023-04

**WHEREAS**, LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT from time to time has funds on hand in excess of current needs, and

**WHEREAS**, it is in the best interest of LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT and its inhabitants that funds be invested to return the highest yield consistent with proper safeguards,

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the District Manager or his designee, be, and he/she is hereby authorized to transmit such funds to the State Board of Administration to be invested according to applicable laws of the State of Florida consistent with the needs of LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT. Such authorization includes authority to withdraw funds from the State Board of Administration by giving timely notice and appropriate confirmation.
2. That this authorization shall be continuing in nature until revoked by LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT.

THIS RESOLUTION INTRODUCED and ADOPTED by the BOARD OF SUPERVISORS at their regular meeting this 7th day of December, 2022.

\_\_\_\_\_  
By: \_\_\_\_\_

Attest: \_\_\_\_\_  
District Manager

## SECTION VII

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Narcoossee Land Ventures, LLC**, a Florida limited liability company, whose address for purposes hereof is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Live Oak Lake Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 219 E. Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All Stormwater Management Facilities including ponds, lakes, wetlands together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls and control structures between said ponds in and for the development of Twin Lakes Phases 4A and 7A, all located on portions of the real property described in the legal description attached hereto as **Attachment A-1**.

All being more particularly described in the highlighted portions of that certain As-Built Survey of Twin Lakes Phase 4A dated November 22, 2022, prepared by Johnny A. Brown, PSM, and that certain As-Built Survey of Twin Lakes Phase 7A dated November 22, 2022, prepared by Johnny A. Brown, PSM.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

*[signature contained on following page]*

**IN WITNESS WHEREOF**, the Seller has caused this instrument to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 2022.

Signed, sealed and delivered  
in the presence of:

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

Witnessed:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged, before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Narcoossee Land Ventures, LLC, a Florida limited liability company, on behalf of the company, who is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

ATTACHMENT A-1

Drawing name: C:\Users\wsamalat\appdata\local\temp\AcP\lsh\_18408\Twin Lakes Phase 4A\_sursketch\_Ponds.dwg Sheet 2 Nov 22, 2022 8:35am by: wsamalat

## LEGAL DESCRIPTION:

A PORTION OF LANDS LYING IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF TRACT FD-2, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE 186-193 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE S89°43'11"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 2512.32 FEET; THENCE DEPARTING SAID SOUTH LINE RUN, N00°16'49"E, A DISTANCE OF 247.76 FEET; THENCE N89°43'11"W, A DISTANCE OF 12.80 FEET; THENCE N00°16'49"E, A DISTANCE OF 179.69 FEET; THENCE N03°52'35"W, A DISTANCE OF 62.76 FEET TO THE SOUTHEAST CORNER OF LOT 841, TWIN LAKES PHASE 2C ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 2-7 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 10°56'36", A CHORD BEARING OF N11°59'22"W AND A CHORD DISTANCE OF 123.39 FEET; THENCE RUN ALONG THE EASTERLY LINE OF SAID TWIN LAKES PHASE 2C THE FOLLOWING THREE (3) COURSES: NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 15°26'18", A CHORD BEARING OF N09°44'31"W AND A CHORD DISTANCE OF 173.81 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 174.33 FEET TO A POINT ON NON-TANGENCY; THENCE N00°16'49"E, A DISTANCE OF 52.00 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S89°43'11"E, A DISTANCE OF 97.84 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°41'21", A CHORD BEARING OF N47°56'08"E AND A CHORD DISTANCE OF 33.68 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.95 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 02°11'24", A CHORD BEARING OF N06°41'10"E AND A CHORD DISTANCE OF 20.10 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.11 FEET TO THE END OF SAID CURVE; THENCE S82°13'08"E, A DISTANCE OF 172.00 FEET TO THE POINT OF BEGINNING; THENCE N13°17'32"E, A DISTANCE OF 67.99 FEET; THENCE N24°18'51"E, A DISTANCE OF 67.99 FEET; THENCE N35°22'43"E, A DISTANCE OF 67.77 FEET; THENCE N55°38'00"E, A DISTANCE OF 74.49 FEET; THENCE N83°50'15"E, A DISTANCE OF 80.48 FEET; THENCE S81°52'33"E, A DISTANCE OF 73.18 FEET; THENCE S77°14'29"E, A DISTANCE OF 85.31 FEET; THENCE S69°25'58"E, A DISTANCE OF 78.65 FEET; THENCE S60°07'47"E, A DISTANCE OF 74.19 FEET; THENCE S10°27'14"E, A DISTANCE OF 81.78 FEET; THENCE S06°30'21"W, A DISTANCE OF 76.03 FEET; THENCE S03°22'05"W, A DISTANCE OF 76.03 FEET; THENCE S00°13'50"W, A DISTANCE OF 76.03 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1388.52 FEET, A CENTRAL ANGLE OF 09°26'38", A CHORD BEARING OF S06°03'37"E AND A CHORD DISTANCE OF 228.61 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 228.87 FEET TO THE END OF SAID CURVE; THENCE S11°51'35"E, A DISTANCE OF 114.16 FEET; THENCE N89°10'35"W, A DISTANCE OF 320.00 FEET; THENCE N85°01'54"W, A DISTANCE OF 191.65 FEET; THENCE N00°16'49"E, A DISTANCE OF 73.37 FEET; THENCE N88°31'44"E, A DISTANCE OF 0.40 FEET; THENCE N03°53'09"W, A DISTANCE OF 79.29 FEET; THENCE N08°42'57"W, A DISTANCE OF 79.29 FEET; THENCE N13°32'45"W, A DISTANCE OF 79.29 FEET; THENCE N15°34'32"W, A DISTANCE OF 68.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 354.00 FEET, A CENTRAL ANGLE OF 18°03'15", A CHORD BEARING OF N01°14'46"W AND A CHORD DISTANCE OF 111.09 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 111.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 350,481 SQUARE FEET OR 8.05 ACRES MORE OR LESS.

## SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

### SKETCH OF DESCRIPTION

-OF-

### TWIN LAKES PHASE 4A POND

SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



## Dewberry

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 Fax: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**NARCOOSSEE LAND  
VENTURE, LLC**

DATE: 11/18/22  
REV DATE:  
SCALE: N/A

PROJ: 50156581  
DRAWN BY: WS  
CHECKED BY: WPH

Drawing name: C:\Users\wsamdot\appdata\local\temp\AcPublish\_18408\Twin Lakes Phase 7A\_sursketch\_Ponds.dwg Sheet 2 Pond 1 Nov 22, 2022 8:48am by: wsamdot

**LEGAL DESCRIPTION:**

A PORTION OF TRACT FD-3, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 186-193, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 89°43'11" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2642.23 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 89°33'33" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1046.57 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°26'14" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 15.24 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 173.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 18°24'50", A CHORD BEARING OF SOUTH 80°21'21" EAST AND A CHORD DISTANCE OF 8.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 8.03 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 118.72 FEET TO THE POINT OF BEGINNING; THENCE S00°29'57"W, A DISTANCE OF 116.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1547.00 FEET, A CENTRAL ANGLE OF 23°12'21", A CHORD BEARING OF S11°06'13"E AND A CHORD DISTANCE OF 622.29 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 626.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1353.00 FEET, A CENTRAL ANGLE OF 13°16'52", A CHORD BEARING OF S16°03'58"E AND A CHORD DISTANCE OF 312.92 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 313.63 FEET TO THE END OF SAID CURVE; THENCE S80°04'59"W, A DISTANCE OF 43.83 FEET; THENCE N89°33'46"W, A DISTANCE OF 289.88 FEET; THENCE N00°26'14"E, A DISTANCE OF 400.00 FEET; THENCE N01°51'04"E, A DISTANCE OF 50.02 FEET; THENCE N03°49'14"W, A DISTANCE OF 66.41 FEET; THENCE N12°18'20"W, A DISTANCE OF 65.94 FEET; THENCE N20°47'26"W, A DISTANCE OF 66.41 FEET; THENCE N29°18'20"W, A DISTANCE OF 58.28 FEET; THENCE N21°15'35"W, A DISTANCE OF 46.67 FEET; THENCE N03°49'39"W, A DISTANCE OF 47.73 FEET; THENCE N00°26'14"E, A DISTANCE OF 250.00 FEET; THENCE S89°33'46"E, A DISTANCE OF 211.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 238,842 SQUARE FEET OR 5.48 ACRES MORE OR LESS.

SHEET 2 OF 4

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-

**TWIN LAKES PHASE 7A  
POND #1**

SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**NARCOOSSEE LAND  
VENTURE, LLC**

DATE: 11/18/22  
REV DATE:  
SCALE: N/A

PROJ: 50156581  
DRAWN BY: WS  
CHECKED BY: WPH

Drawing name: C:\Users\wsamadot\appdata\local\temp\AcPublish\_18408\Twin Lakes Phase 7A\_sursketch\_Ponds.dwg Sheet 2 Pond 2 Nov 22, 2022 8:53am by: wsamadot

**LEGAL DESCRIPTION:**

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CONTAINING 213,746 SQUARE FEET OR 4.91 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-

**TWIN LAKES PHASE 7A  
POND #2**

SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



**Dewberry**

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CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**NARCOOSSEE LAND  
VENTURE, LLC**

DATE: 11/18/22  
REV DATE:  
SCALE: N/A

PROJ: 50156581  
DRAWN BY: WS  
CHECKED BY: WPH



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

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

## **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by **Narcoossee Land Ventures, LLC**, a Florida limited liability company, whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701, hereinafter called the “**Grantor**,” to **Live Oak Lake Community Development District**, a local unit of special-purpose government organized under Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, hereinafter called the “**Grantee**” (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”):

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

### **WITNESSETH:**

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

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

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

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

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

2. **Conveyance of Property.** The Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Osceola County, Florida, as depicted and described in **Composite Exhibit A**, attached hereto and incorporated by reference herein (collectively, the “**Property**”).

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

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

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

4. **Use of the Easement.** The Parties acknowledge and agree that use of the Easement shall not be inconsistent with Grantee's use, occupation or enjoyment of the Property. Notwithstanding the uses referenced herein, any construction or development occurring on the Property or pursuant to the Easement remains subject to all applicable government regulations.

5. **Beneficiaries of Easement Rights; Assignment.** Except as hereinafter provided, the Easement and other rights herein reserved by Grantor and granted by Grantee shall not inure to the benefit of any subsequent owners of lands adjoining the Property or to any successors or assigns of Grantor unless (and then only to the extent) specifically assigned as provided herein.

Grantor shall have the right from time to time to assign to third parties all or part of its rights under the Easement only upon the prior written consent of the Grantee, in the Grantee's sole discretion (which approved assignee is hereinafter referred to as an "**Approved Assignee**"). Notwithstanding the foregoing, if Grantor hereafter installs any landscaping, infrastructure improvements or signage on any of the Property pursuant to the Easement rights herein reserved by Grantor and granted by Grantee (hereinafter "**Grantor Improvements**"), Grantor may, without Grantee's consent, convey ownership of the Grantor Improvements, together with the Grantor's Easement rights to access, maintain, repair and replace (with reasonably equivalent landscaping, signage or improvements) such Grantor Improvements, to any municipality, district or other governmental entity, utility company or a property owners association (collectively, a "**Permitted Assignee**" and together with an Approved Assignee, an "Assignee"). In order to assign all or a portion of Grantor's rights hereunder to an Assignee, Grantor and the Assignee shall execute and record (with a copy of same provided to Grantee), an Assignment Agreement which specifies the rights being specifically assigned to such Assignee and provides that such Assignee assumes repair, maintenance and the other obligations of Grantor with respect to the portion of the Easement rights so assigned and otherwise incorporates the provisions of Section 6 below. Upon an Assignee assuming such obligations, Grantor shall no longer have such obligations with respect to the Easement rights so assigned.

#### 6. **Repair and Maintenance.**

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

b. In the event that any required repair is not performed by Grantor or an Assignee hereunder, Grantee may deliver a notice to Grantor or such Assignee setting forth the deficiencies whereupon Grantor or such Assignee shall have a period of thirty (30) days to remedy the deficiencies, or forty-eight (48) hours in the case of an emergency. In the event that the deficiencies are not remedied in a commercially reasonable fashion within such thirty (30) day period, or forty-eight (48) hours in the case of an emergency, Grantee shall have the right, in Grantee's sole discretion, to either remove such Additional Improvements or undertake all reasonably necessary maintenance and repair itself and recover from Grantor (or the Assignee if such rights were previously assigned) the fees, costs and expenses incurred in connection therewith.

c. Grantor (or an Assignee) shall promptly repair any damage to the Property, Improvements, and any other property not owned by Grantor or such Assignee, caused by Grantor

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

## **7. Insurance and Indemnity.**

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

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

officers, staff, or employees or the exercise by Grantor or its agents, employees, consultants, representatives, contractors (and their subcontractors, employees, and materialmen).

*[Remainder of page intentionally left blank]*

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

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

Witnessed:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged, before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Narcoossee Land Ventures, LLC, a Florida limited liability company, on behalf of the company, who is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

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

**LIVE OAK LAKE COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special-purpose government established  
pursuant to Chapter 190, *Florida Statutes*

Witnessed:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: M. Scott Stearns  
Print Title: Chairperson

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged, before me, by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by M. Scott Stearns as  
Chairperson of Live Oak Lake Community Development District, a local unit of special-purpose  
government established pursuant to Chapter 190, *Florida Statutes*, on behalf of the District, who  
is ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

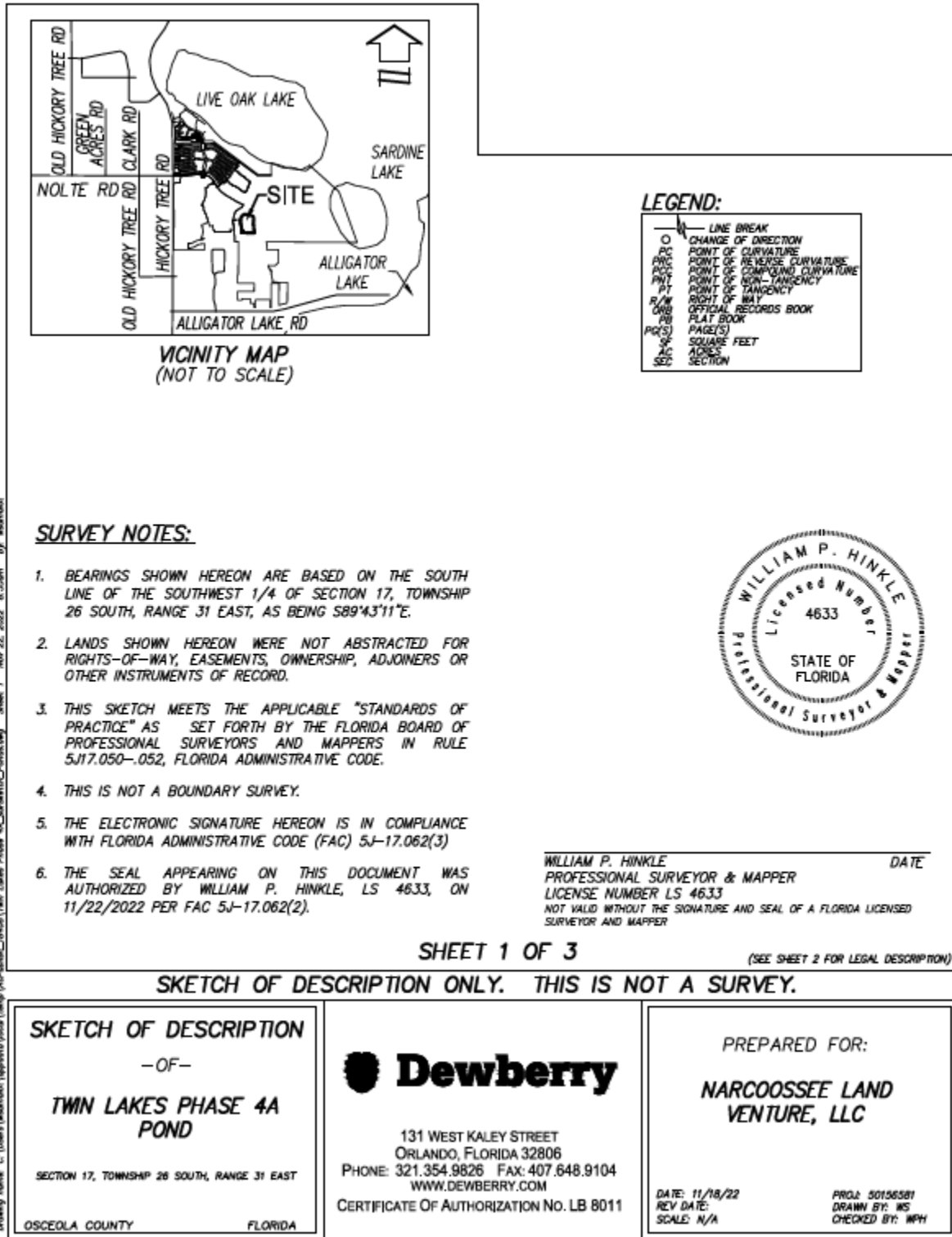
(NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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

## COMPOSITE EXHIBIT A

### Twin Lakes Phase 4A Pond









## Twin Lakes Phase 7A Pond #1

VICINITY MAP  
(NOT TO SCALE)

**LEGEND:**

- LINE BREAK
- CHANGE OF DIRECTION
- PC POINT OF CURVATURE
- PVC POINT OF REVERSE CURVATURE
- PTC POINT OF COMPOUND CURVATURE
- PNT POINT OF NON-TANGENCY
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORW OFFICIAL RECORDS BOOK
- FB PLAT BOOK
- PG(S) PAGE(S)
- SF SQUARE FEET
- AC ACRES
- SEC SECTION

**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, AS BEING S89°43'11"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, LS 4633, ON 11/22/2022 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE  
Licensed Number  
4633  
STATE OF  
FLORIDA  
Professional Surveyor & Mapper

WILLIAM P. HINKLE  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 4633  
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE

SHEET 1 OF 4

(SEE SHEET 2 FOR LEGAL OF DESCRIPTION  
(SEE SHEET 3-4 FOR SKETCH OF DESCRIPTION))

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION  
-OF-  
TWIN LAKES PHASE 7A  
POND #1

SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY FLORIDA

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

NARCOOSSEE LAND  
VENTURE, LLC

DATE: 11/18/22  
REV DATE:  
SCALE: N/A

PROJ: 50156581  
DRAWN BY: WS  
CHECKED BY: WPH

Drawing name: C:\Users\user\Documents\Projects\Twin Lakes Phase 7A\Twin Lakes Phase 7A\_Landmark\_Ponds.dwg Sheet: 2 of 4 Date: 11/18/22 11:18 AM

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CONTAINING 238,842 SQUARE FEET OR 5.48 ACRES MORE OR LESS.

SHEET 2 OF 4

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

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SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



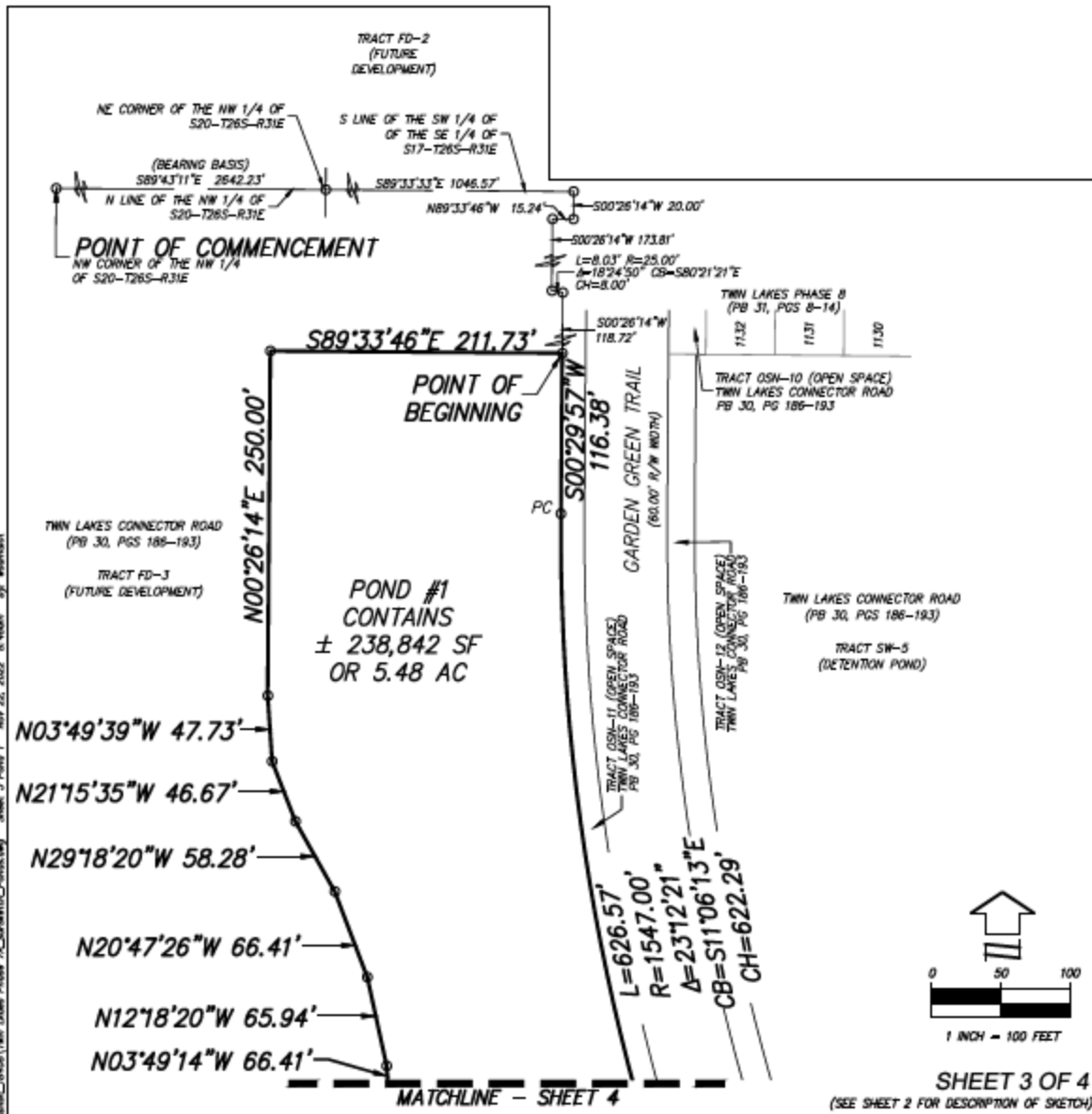
131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**NARCOOSSEE LAND  
VENTURE, LLC**

DATE: 11/18/22  
REV DATE:  
SCALE: N/A

PROJ: 50156581  
DRAWN BY: WS  
CHECKED BY: MPH



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

# SKETCH OF DESCRIPTION

-OF-

## TWIN LAKES PHASE 7A POND #1

SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



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SCALE 1" = 100'

PROJ: 50156581  
DRAWN BY: MS  
CHECKED BY: MPH



## Twin Lakes Phase 7A Pond #2

VICINITY MAP  
(NOT TO SCALE)

**LEGEND:**

- LINE BREAK
- O CHANGE OF DIRECTION
- PC POINT OF CURVATURE
- PVC POINT OF REVERSE CURVATURE
- PPC POINT OF COMPOUND CURVATURE
- PNT POINT OF NON-TANGENCY
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG(S) PAGE(S)
- SF SQUARE FEET
- AC ACRES
- SEC SECTION

**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, AS BEING S89°43'11"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, LS 4633, ON 11/22/2022 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE  
Professional Surveyor & Mapper  
License Number  
4633  
STATE OF  
FLORIDA

WILLIAM P. HINKLE  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 4633  
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER

DATE

SHEET 1 OF 3

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

TWIN LAKES PHASE 7A  
POND #2

SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY FLORIDA

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

NARCOOSSEE LAND  
VENTURE, LLC

DATE: 11/18/22  
REV DATE:  
SCALE: N/A

PROJ: 50156581  
DRAWN BY: WS  
CHECKED BY: MPH

Drawing name: C:\Users\jessica\OneDrive\Documents\Twin Lakes Phase 7A\Twin Lakes Phase 7A\_Landmark\_Ponding.dwg Sheet: 2 of 2 Date: 11/18/22 8:53am By: jessica

### LEGAL DESCRIPTION:

A PORTION OF TRACT FD-3, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 186-193, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 89°43'11" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2642.23 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S00°26'14"W, ALONG THE WEST LINE OF THE NE 1/4 OF SAID SECTION 20, A DISTANCE OF 2087.50; THENCE DEPARTING SAID WEST LINE, RUN S89°33'46"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE N77°27'37"E, A DISTANCE OF 72.19 FEET; THENCE N70°05'43"E, A DISTANCE OF 196.91 FEET; THENCE N89°29'07"E, A DISTANCE OF 352.01 FEET; THENCE N83°27'01"E, A DISTANCE OF 58.49 FEET; THENCE S00°26'14"W, A DISTANCE OF 172.00 FEET; THENCE S09°09'19"E, A DISTANCE OF 121.70 FEET; THENCE S27°08'04"E, A DISTANCE OF 21.58 FEET; THENCE S00°28'13"W, A DISTANCE OF 140.46 FEET; THENCE N89°31'47"W, A DISTANCE OF 60.00 FEET; THENCE N89°55'10"W, A DISTANCE OF 150.00 FEET; THENCE N00°28'13"E, A DISTANCE OF 170.00 FEET; THENCE N89°55'10"W, A DISTANCE OF 335.29 FEET; THENCE S00°26'14"W, A DISTANCE OF 50.00 FEET; THENCE N89°55'10"W, A DISTANCE OF 150.00 FEET; THENCE N00°26'14"E, A DISTANCE OF 237.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 213,746 SQUARE FEET OR 4.91 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

#### SKETCH OF DESCRIPTION

-OF-

#### TWIN LAKES PHASE 7A POND #2

SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



131 WEST KALEY STREET  
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PHONE: 321.354.9826 FAX: 407.648.9104  
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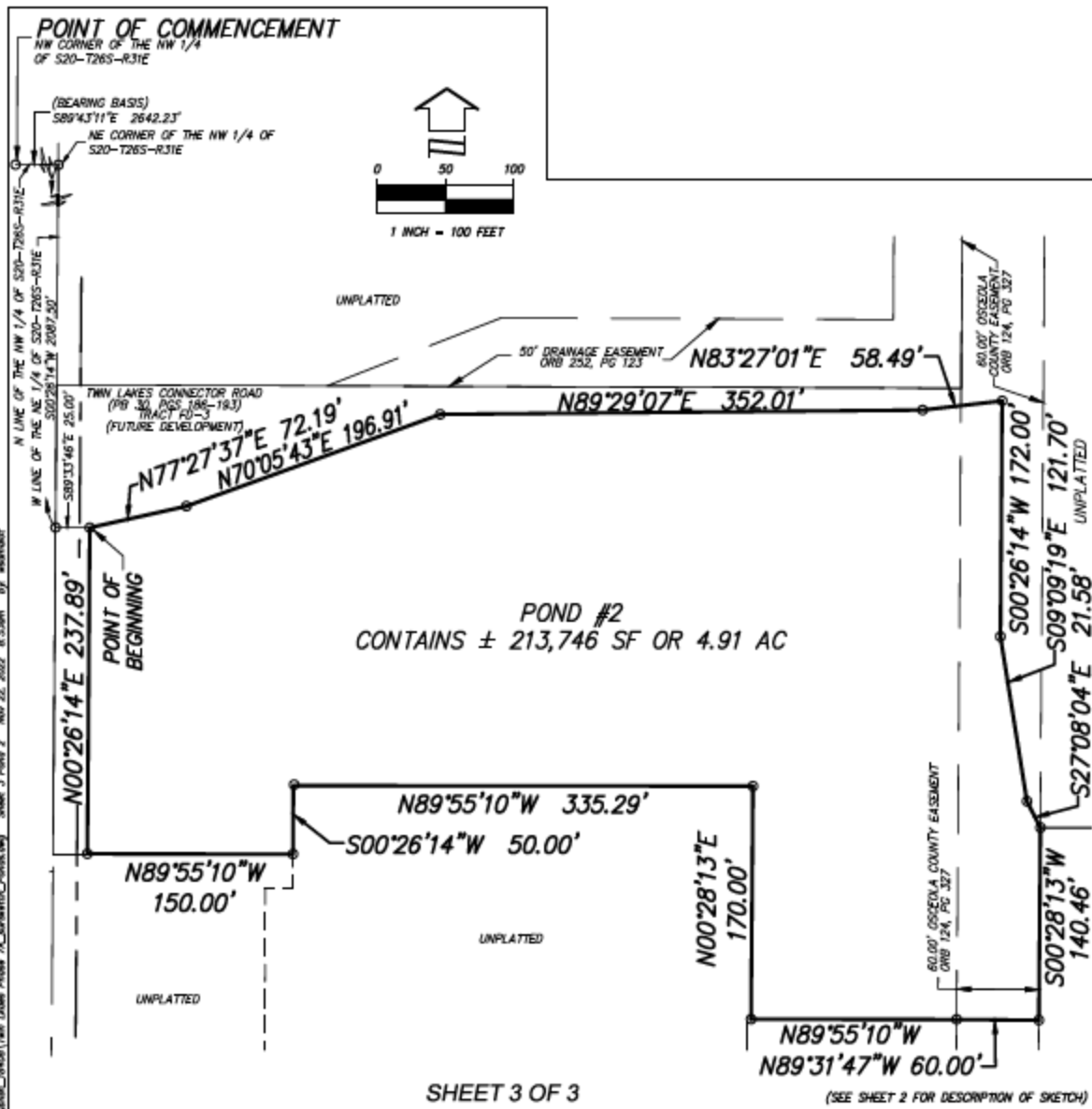
PREPARED FOR:

NARCOOSSEE LAND  
VENTURE, LLC

DATE: 11/18/22  
REV DATE:  
SCALE: N/A

PROJ: 50156381  
DRAWN BY: WS  
CHECKED BY: WPH





SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-

**TWIN LAKES PHASE 7A  
POND #2**

SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST

OSCEOLA COUNTY

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PREPARED FOR:

**NARCOOSSEE LAND  
VENTURE, LLC**

DATE: 11/18/22  
REV DATE:  
SCALE 1" = 100'

PROJ: 50156581  
DRAWN BY: WS  
CHECKED BY: MPH

## SECTION VIII

## SECTION B

# SECTION 1



## Authorization for Additional Services

**Sent Via Email: tadams@gmscfl.com**

To: Live Oak Lake CDD	Date: November 9, 2022
c/o Governmental Management Services	Job No.: 50156581
219 E. Livingston Street	Task Nos.: 501
Orlando, Florida 32801	Project: Live Oak Lake CDD
Attn: Tricia Adams	Task Name: Twin Lakes Phases 4 and 7 Sketches and Legal Descriptions

We hereby propose to do the following work:


**Task 501 Twin Lakes Phases 4 and 7 Sketches and Legal Descriptions:** We will prepare a sketch and legal description for each of the three (3) detention pond tracts within Twin Lakes Phases 4 and 7 for transfer to the Live Oak Lake Community Development District. Each will include a metes and bounds legal description, surveyor's sketch, area computation, and site location map. The sketches will be prepared in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code.

Fees for the above will be billed as follows: Based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a total budget of \$3,400, plus other direct costs.

This authorization is bound by the general terms and conditions of the original agreement.

DEWBERRY ENGINEERS INC.

Approved and Accepted

By:   
Nicole P. Stalder, P.E., LEED-AP  
Vice President  
Department Manager, Site/Civil Services

By: \_\_\_\_\_  
Authorized Representative of  
Live Oak Lake  
Community Development District

Date: November 9, 2022

Date: \_\_\_\_\_

# SECTION C

# Live Oak Lake CDD

## Field Management Report



December 7th, 2022  
Clayton Smith  
Assistant Field Manager  
GMS



# Completed

## Landscape Items

- ✚ Drip line was installed along viburnum hedge, and irrigation consultant was notified of changes.
- ✚ 4 dead palms were replaced. A 5<sup>th</sup> dead palm was identified and removed. Scheduling replacement install.
- ✚ Majority of damaged Japanese Blueberry were removed and replaced with sod. Finishing removal this week. Some healthy trees are currently still in place until a replacement option is chosen.





# InProgress

## Planter Pots

- ✚ Proposal to replace 16 planter pots with HOA style plants to have a uniform look across the property.



## Fish Stocking Review

- ✚ Inspected Meadowedge Loop pond for presence of fish. Due to the changing water levels, we believe the fish have gone to deeper water.



# In Progress

## Drainage Canal Trees

- ✚ All trees along the drainage canal were inspected to verify health conditions. Most trees are still healthy despite appearances and believed to be in a dormant period.
- ✚ Any dead trees that were identified will be removed, and due to the spacing will not need to be replaced. Once removed, some trees will be relocated to alleviate spacing concerns.





# InProgress

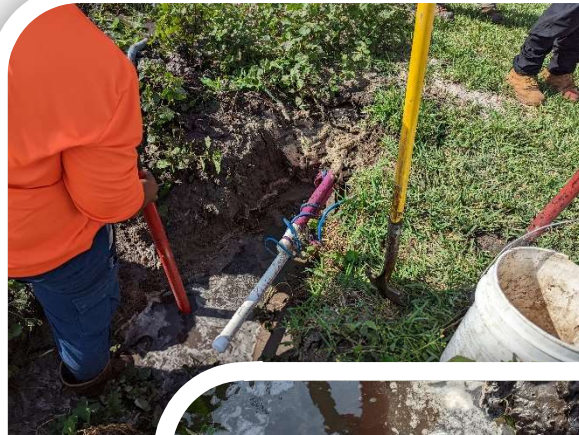
## Fountain Repairs

- ✚ Fountain near amenity center wasn't functioning properly.
- ✚ Solitude scheduling repair, as well as inspection of all fountain lights.



## Irrigation Repairs

- ✚ Main line break was detected and fixed at the second roundabout.
- ✚ Entire system was inspected to check for any additional issues.



# Site Items

## Sod Damage

- ✚ Sod located near the second roundabout damaged by construction crews.



# Conclusion

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

Respectfully,  
Clayton Smith

# SECTION 1





## Proposal

**Proposal No.:** 190507

**Proposed Date:** 11/30/22

PROPERTY:	FOR:
Live Oak Lake CDD - Maintenance Jill Burns Nolte Rd St. Cloud , FL	Live Oak CDD Pots

ITEM	QTY	UOM	TOTAL
<b>Plant Material</b>			\$1,894.14
Maintenance Division Labor	8.00	HR	
Auntie Lou Ti Plant, 03 gallon - 03G	16.00	03g	
Dracaena (Assorted), 03 gallon - 03G	16.00	03g	
Mandivilla - Pink	16.00	03g	
<b>Enhancement Irrigation</b>			\$165.00
Irrigation Repairs and Upgrades	3.00	HR	
<b>Fuel Surcharge 3.9%</b>			\$39.00
Fuel Surcharge	1000.00	EA	
<b>Total:</b>			<b>\$2,098.14</b>

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

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

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

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

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

_____	_____
<b>Signature (Owner/Property Manager)</b>	<b>Date</b>

_____
<b>Printed Name (Owner/Property Manager)</b>

_____	_____
<b>Signature - Representative</b>	<b>Date</b>



# SECTION D

# SECTION 1

# LIVE OAK LAKE

## COMMUNITY DEVELOPMENT DISTRICT

### *Check Run Summary*

December 7, 2022

#### **GENERAL FUND**

<b><u>Date</u></b>	<b><u>Check Numbers</u></b>	<b><u>Amount</u></b>
11/14/2022	295-303	\$27,658.20
11/29/2022	304-310	\$110,098.90
<b>Total</b>		<b><u><u>\$137,757.10</u></u></b>

AP300R  
\*\*\* CHECK NOS. 000295-050000

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

RUN 11/30/22

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/14/22	00036	10/20/22 00102736	202210 320-53800-46801	MOSQUITO TREATMENT	*	519.00	
				CLARKE ENVIRONMENTAL MOSQUITO			519.00 000295
11/14/22	00038	9/19/22 OB7C8E9F	202209 310-51300-48000	NOTICE OF FY23 MEETINGS	*	80.82	
				COLUMN SOFTWARE PBC			80.82 000296
11/14/22	00006	10/19/22 2188816	202209 310-51300-31100	SERVICE THRU 09/30/2022	*	255.00	
				DEWBERRY ENGINEERS INC.			255.00 000297
11/14/22	00010	10/18/22 79185644	202210 310-51300-42000	DELIVERIES THRU 10/18/22	*	115.70	
		10/25/22 79249521	202210 310-51300-42000	DELIVERIES THRU 10/25/22	*	42.20	
				FEDEX			157.90 000298
11/14/22	00016	11/08/22 23296	202211 310-51300-31600	SERIES 2020 ARBITRAGE	*	600.00	
				GRAU & ASSOCIATES			600.00 000299
11/14/22	00030	11/01/22 27679	202211 320-53800-35000	MGMT FEE-NOV 22	*	500.00	
				IRRIGATION MANAGEMENT CONSULTING			500.00 000300
11/14/22	00024	10/30/22 185100	202210 320-53800-49100	STORM CLEAN UP-10/14/22	*	659.20	
		11/01/22 186502	202211 320-53800-46200	NOV 22 LANDSCAPE MAINT.	*	21,927.92	
				JUNIPER LANDSCAPING OF FLORIDA, LLC			22,587.12 000301
11/14/22	00019	8/18/22 2022-125	202208 310-51300-48000	NOTICE OF PUBLIC HEARING	*	1,484.36	
				OSCEOLA NEWS GAZETTE			1,484.36 000302
11/14/22	00032	11/03/22 PSI-2625	202211 320-53800-46800	NOV 22 LAKE MAINT.	*	1,474.00	
				SOLITUDE LAKE MANAGEMENT			1,474.00 000303
11/29/22	00038	11/14/22 9B727754	202211 310-51300-48000	AUDIT RFP	*	72.25	
		11/17/22 9B727754	202211 310-51300-48000	NOTICE OF MEETING	*	66.53	
				COLUMN SOFTWARE PBC			138.78 000304

LOKS LIVE OAK LAKES SHENNING

AP300R  
\*\*\* CHECK NOS. 000295-050000

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

RUN 11/30/22

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/29/22	00033	11/28/22 3141232	202210 310-51300-31500		*	659.62	
		LEGAL FEES THRU 10/31/22					
		11/28/22 3141234	202210 310-51300-31500		*	3,161.89	
		OCT 22 BOUNDARY AMEND.					
				KUTAK ROCK LLP			3,821.51 000305
11/29/22	00039	11/29/22 112922	202211 300-20700-10000		*	3,451.83	
		TRANSFER TAX RECEIPTS					
				LIVE OAK LAKE CDD			3,451.83 000306
11/29/22	00004	11/29/22 112922	202211 300-20700-10000		*	100,628.17	
		TRANSFER TAX RECEIPTS					
				LIVE OAK LAKE CDD			100,628.17 000307
11/29/22	00037	10/21/22 62619-10	202210 320-53800-43100		*	1,237.59	
		SERVICE THRU 10/12/2022					
				TOHO WATER AUTHORITY			1,237.59 000308
11/29/22	00037	10/21/22 62746-10	202210 320-53800-43100		*	777.39	
		SERVICE THRU 10/12/2022					
				TOHO WATER AUTHORITY			777.39 000309
11/29/22	00035	11/11/22 02232634	202211 320-53800-43000		*	43.63	
		SERVICE THRU 11/11/2022					
				ORLANDO UTILITIES COMMISSION			43.63 000310
				TOTAL FOR BANK B		137,757.10	
				TOTAL FOR REGISTER		137,757.10	

LOKS LIVE OAK LAKES SHENNING

**LIVE OAK LAKE  
COMMUNITY DEVELOPMENT DISTRICT**  
Special Assessment Receipts  
Fiscal Year 2023

**ASSESSMENTS - TAX COLLECTOR**[illegible]

**Assessed on Roll:**

	GROSS AMOUNT ASSESSED	PERCENTAGE	ASSESSMENTS COLLECTED	ASSESSMENTS TRANSFERRED	ASSESSMENTS TRANSFERRED	AMOUNT TO BE TFR.
O & M	\$322,953.76	23.5089%	\$0.00	\$0.00	\$0.00	\$0.00
2016 DEBT SERVICE FUND	\$1,015,950.00	73.9543%	\$0.00	\$0.00	\$0.00	\$0.00
2020 DEBT SERVICE FUND	\$34,850.00	2.5368%	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$1,373,753.76</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**GROSS**  
**0.00%**

**TRANSFERS TO DEBT SERVICE:**

TRANSFERS TO DEBT SERVICE:			
DATE	CHECK #	2016 DSF AMOUNT	2020 DSF AMOUNT
	TOTAL	\$0.00	\$0.00
Amount due:		\$0.00	\$0.00

**ASSESSMENTS-DIRECT**

					\$163,142.70	\$957,178.50	\$1,120,321.20
					FY 2023	FY2023	TOTAL
					.36300.10100	.36300.10100	
					14.56%	85.44%	
DUE DATE	DATE	BILLED AMOUNT	AMOUNT RECEIVED	NET RECEIPTS	O&M	20 D5F Portion	Total
10/1/22	10/5/22	\$55,468.52	\$55,468.52	\$55,468.52	\$55,468.52	\$0.00	\$55,468.52
1/1/23		\$53,837.09		\$0.00			\$0.00
3/1/23		\$53,837.09		\$0.00			\$0.00
4/1/23		\$644,268.75		\$0.00			\$0.00
10/1/23		\$312,909.75		\$0.00			\$0.00
	TOTAL	\$1,120,321.20	\$55,468.52	\$55,468.52	\$55,468.52	\$0.00	\$55,468.52

	NET AMOUNT ASSESSED	ASSESSMENTS COLLECTED	AMOUNT TRANSFERRED	AMOUNT TO BE TFR.
O & M	\$163,142.70	\$55,468.52	(\$55,468.52)	\$0.00
20 DEBT SERVICE	\$957,178.50	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$1,120,321.20</b>	<b>\$55,468.52</b>	<b>(\$55,468.52)</b>	<b>\$0.00</b>

## ASSESSMENTS COMBINED

	NET AMOUNT ASSESSED	TAX COLLECTOR RECEIVED	DIRECT RECEIVED	TOTAL COLLECTED	NET PERCENTAGE COLLECTED
O & M	\$466,719.23	\$0.00	\$55,468.52	\$55,468.52	11.88%
DEBT SERVICE	\$1,912,171.50	\$0.00	\$0.00	\$0.00	0.00%
<b>TOTAL</b>	<b>\$2,378,890.73</b>	<b>\$0.00</b>	<b>\$55,468.52</b>	<b>\$55,468.52</b>	

## SECTION 2

# **LIVE OAK LAKE**

Community Development District

Unaudited Financial Statements

as of

October 31, 2022

Board of Supervisors Meeting

December 7, 2022



TABLE OF CONTENTS

I.	<b>Financial Statements - October 31, 2022</b>
II.	<b>Construction Reconciliation Schedule - October 31, 2022</b>
III.	<b>Check Run Summary- December 07, 2022</b>
IV.	<b>Special Assessment Report - October 31, 2022</b>

# LIVE OAK LAKE

## COMMUNITY DEVELOPMENT DISTRICT

### COMBINED BALANCE SHEET

October 31, 2022

	Major Funds				Total
	General	Impact Fee Fund	Debt Service Fund	Capital Project Fund	Governmental Funds
<b>ASSETS:</b>					
Cash - Valley 2860	\$349,371	---	---	---	\$349,371
Cash - Suntrust	---	\$568,503	---	---	\$568,503
Assessments Receivable	\$1,741	---	\$5,840	---	\$7,581
Due From Other Funds	\$59,343	---	\$1,921	---	\$61,264
Investment - Bank United	\$17,170	---	---	---	\$17,170
Investments - Series 2016:					
Reserve A	---	---	\$956,288	---	\$956,288
Revenue A	---	---	\$425,576	---	\$425,576
Prepayment A	---	---	\$18,469	---	\$18,469
Construction	---	---	---	\$253	\$253
Investments - Series 2020:					
Reserve A	---	---	\$989,553	---	\$989,553
Revenue A	---	---	\$357,806	---	\$357,806
Construction	---	---	---	\$89	\$89
Utility Deposits	\$480	---	---	---	\$480
<b>Total Assets</b>	<b>\$428,105</b>	<b>\$568,503</b>	<b>\$2,755,453</b>	<b>\$342</b>	<b>\$3,752,403</b>
<b>LIABILITIES:</b>					
Accounts Payable	\$8,993	---	---	---	\$8,993
Due to Other Funds	---	\$5,795	\$55,469	---	\$61,264
<b>Total Liabilities</b>	<b>\$8,993</b>	<b>\$5,795</b>	<b>\$55,469</b>	<b>\$0</b>	<b>\$70,256</b>
<b>FUND BALANCES:</b>					
Nonspendable:					
Prepaid items	\$480	---	---	---	\$480
Restricted for:					
Debt Service	---	---	\$2,699,984	---	\$2,699,984
Impact Fee	---	\$562,708	---	---	\$562,708
Capital Projects	---	---	---	\$342	\$342
Assigned	\$35,000	---	---	---	\$35,000
Unassigned	\$383,632	---	---	---	\$383,632
<b>Total Fund Balances</b>	<b>\$419,112</b>	<b>\$562,708</b>	<b>\$2,699,984</b>	<b>\$342</b>	<b>\$3,682,147</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$428,105</b>	<b>\$568,503</b>	<b>\$2,755,453</b>	<b>\$342</b>	<b>\$3,752,403</b>

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments - Tax Collector <sup>(1)</sup>	\$303,577	\$0	\$0	\$0
Assessments - Off Roll	\$163,143	\$55,469	\$55,469	\$0
Contributions	\$84,552	\$7,046	\$0	(\$7,046)
Interest Income	\$0	\$0	\$2	\$2
<b>TOTAL REVENUES</b>	<b>\$551,272</b>	<b>\$62,515</b>	<b>\$55,471</b>	<b>(\$7,044)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisor Fees	\$9,600	\$800	\$0	\$800
FICA Expense	\$734	\$61	\$0	\$61
Engineering	\$15,000	\$1,250	\$0	\$1,250
Dissemination	\$5,000	\$417	\$417	(\$0)
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Property Appraiser	\$576	\$48	\$0	\$48
Arbitrage	\$1,100	\$92	\$0	\$92
Attorney	\$30,000	\$2,500	\$3,822	(\$1,322)
Annual Audit	\$5,700	\$475	\$0	\$475
Trustee Fees	\$8,500	\$708	\$4,041	(\$3,332)
Management Fees	\$36,750	\$3,063	\$3,063	\$0
Travel & Per Diem	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0
Postage	\$1,450	\$121	\$204	(\$83)
Printing & Binding	\$250	\$21	\$26	(\$5)
Insurance	\$6,114	\$6,114	\$5,842	\$272
Legal Advertising	\$2,500	\$208	\$0	\$208
Other Current Charges	\$750	\$63	\$40	\$22
Contingency	\$0	\$0	\$0	\$0
Office Supplies	\$150	\$13	\$1	\$12
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Hosting/Compliance	\$1,553	\$129	\$388	(\$259)
<b>TOTAL ADMINISTRATIVE</b>	<b>\$130,902</b>	<b>\$21,257</b>	<b>\$23,018</b>	<b>(\$1,761)</b>
<b><u>FIELD:</u></b>				
Field Management	\$15,000	\$1,250	\$1,250	\$0
Property Insurance	\$5,000	\$417	\$0	\$417
Aquatic Control	\$21,226	\$1,769	\$1,474	\$295
Landscape Maintenance-Pond Areas	\$0	\$0	\$0	\$0
Mitigation Maintenance	\$13,000	\$1,083	\$519	\$564
Contingency	\$5,000	\$417	\$659	(\$243)
Landscape Maintenance	\$264,000	\$22,000	\$21,928	\$72
Landscaping Replacements	\$75,000	\$6,250	\$0	\$6,250
Pond Fountain Maintenance	\$5,000	\$417	\$450	(\$33)
Irrigation Consultant Services	\$6,000	\$500	\$500	\$0
Irrigation Repairs	\$20,000	\$1,667	\$0	\$1,667
Pressure Wash Cleaning	\$13,660	\$1,138	\$0	\$1,138
Electricity-Street Lights	\$43,611	\$3,634	\$44	\$3,591
Water-Irrigation	\$60,991	\$5,083	\$2,015	\$3,068
Capital Outlay	\$0	\$0	\$0	\$0
Capital Reserve	\$18,250	\$1,521	\$0	\$1,521
<b>TOTAL FIELD</b>	<b>\$565,737</b>	<b>\$47,145</b>	<b>\$28,839</b>	<b>\$18,306</b>
<b>TOTAL EXPENDITURES</b>	<b>\$696,639</b>	<b>\$68,401</b>	<b>\$51,857</b>	<b>\$16,545</b>
Excess (deficiency) of revenues over (under) expenditures	<b>(\$145,367)</b>	<b>(\$5,887)</b>	<b>\$3,614</b>	<b>\$9,501</b>
Net change in fund balance	<b>(\$145,367)</b>	<b>(\$5,887)</b>	<b>\$3,614</b>	<b>\$9,501</b>
FUND BALANCE - Beginning	\$145,367		\$415,499	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$419,112</u>	

<sup>(1)</sup> Represents gross amount collected.

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**IMPACT FEE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$0	\$0
Impact Fees	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b><u>EXPENDITURES:</u></b>				
Stormwater	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b>Net change in fund balance</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
FUND BALANCE - Beginning	\$0		\$562,708	
FUND BALANCE - Ending	<b><u>\$0</u></b>		<b><u>\$562,708</u></b>	

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2016**  
**DEBT SERVICE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$0	\$0
Assessments - On Roll	\$956,239	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b><u>\$956,239</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2016</u></b>				
Interest - 11/1	\$324,188	\$0	\$0	\$0
Interest - 05/1	\$324,188	\$0	\$0	\$0
Principal - 05/01	\$315,000	\$0	\$0	\$0
Special Call - 11/1	\$20,000	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$983,375</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>(\$27,137)</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b>Net change in fund balance</b>	<b><u>(\$27,137)</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
FUND BALANCE - Beginning	\$390,493		\$1,352,625	
FUND BALANCE - Ending	<b><u>\$363,356</u></b>		<b><u>\$1,352,625</u></b>	

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2020**  
**DEBT SERVICE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$75	\$6	\$0	(\$6)
Assessments - On Roll	\$32,759	\$0	\$0	\$0
Assessments - Direct	\$957,179	\$0	\$0	\$0
Assessments - Discounts	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b><u>\$990,013</u></b>	<b><u>\$6</u></b>	<b><u>\$0</u></b>	<b><u>(\$6)</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2020</u></b>				
Interest - 11/1	\$349,269	\$0	\$0	\$0
Interest - 05/1	\$349,269	\$0	\$0	\$0
Principal - 05/01	\$295,000	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$993,538</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>(\$3,525)</u></b>	<b><u>\$6</u></b>	<b><u>\$0</u></b>	<b><u>(\$6)</u></b>
<b><u>OTHER FINANCING SOURCES/(USES)</u></b>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b>Net change in fund balance</b>	<b><u>(\$3,525)</u></b>	<b><u>\$6</u></b>	<b><u>\$0</u></b>	<b><u>(\$6)</u></b>
FUND BALANCE - Beginning	\$352,618		\$1,347,359	
FUND BALANCE - Ending	<b><u>\$349,093</u></b>		<b><u>\$1,347,359</u></b>	

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Long Term Debt Report**  
**FY 2023**

Series 2016, Capital Improvement Revenue Bonds		
Interest Rate:	4.50%	
Maturity Date:	5/1/36	\$5,960,000.00
Interest Rate:	4.625%	
Maturity Date:	5/1/47	\$8,220,000.00
Reserve Fund Requirement: Maximum Annual Debt Assessments		
Bonds outstanding - 9/30/2022		\$14,180,000.00
Less:	May 1, 2023 (Mandatory)	\$0.00
Less:	November 1, 2022 (Special Call)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$14,180,000.00</b>
Series 2020, Capital Improvement Revenue Bonds		
Interest Rate:	3.125%	
Maturity Date:	5/1/25	\$910,000.00
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 - 9/30/2022		\$15,990,000.00
Less:	May 1, 2023 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$15,990,000.00</b>
<b>Total Current Bonds Outstanding</b>		<b>\$30,170,000.00</b>

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$0	\$0
Developer Contributions	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net change in fund balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
FUND BALANCE - Beginning	\$0		\$253	
FUND BALANCE - Ending	<b>\$0</b>		<b>\$253</b>	



**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$0	\$0
Developer Contributions	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>OTHER FINANCING SOURCES/(USES)</u></b>				
Interfund Transfer In / (Out)	\$0	\$0	(\$0)	(\$0)
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>
<b>Net change in fund balance</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>
FUND BALANCE - Beginning	\$0		\$89	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$89</u>	

**LIVE OAK LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

General Fund  
Statement of Revenues, Expenditures, and Changes in Fund Balance (Month by Month)  
FY 2023

	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	TOTAL
<i>Revenues</i>													
Assessments - Tax Collector	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessments - Off Roll	\$55,469	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,469
Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
<b>Total Revenues</b>	<b>\$55,471</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$55,471</b>
<i>Expenditures</i>													
<u>Administrative</u>													
Supervisor Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Property Appraiser	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$3,822	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,822
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$4,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,041
Management Fees	\$3,063	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,063
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$204	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$204
Printing & Binding	\$26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26
Insurance	\$5,842	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,842
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Website Hosting/Compliance	\$388	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$388
<b>Total Administrative</b>	<b>\$23,018</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23,018</b>
<u>Field Expenditures</u>													
Field Management	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250
Property Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aquatic Control	\$1,474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,474
Landscape Maintenance-Pond Areas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mitigation Maintenance	\$519	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$519
Contingency	\$659	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659
Landscape Maintenance	\$21,928	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,928
Landscaping Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pond Fountain Maintenance	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450
Irrigation Consultant Services	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pressure Wash Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electricity-Street Lights	\$44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44
Water-Irrigation	\$2,015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,015
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Field Expenses</b>	<b>\$28,839</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,839</b>
<b>Subtotal Operating Expenditures</b>	<b>\$51,857</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$51,857</b>
Interfund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Excess Revenues (Expenditures)</b>	<b>\$3,614</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,614</b>

**LIVE OAK LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

**Special Assessment Revenue Bonds, Series 2020**

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

Project (Construction) Fund at 11/30/2020	\$ 14,021,149.14
Transfer from Cost of Issuance Account	\$ 3,647.78
Interfund Transfers	\$ 88.82
Contributions	\$ 145,723.44
Interest Income	\$ 487.55
Requisitions Paid thru 10/31/22	\$ (14,171,708.34)
OUTSTANDING REQUISITIONS	\$ -
Remaining Project (Construction) Fund	\$ (611.61)
Total Unassigned	\$ (611.61)