

**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 Friday, January 26, 2018, at 11:30 a.m. at the District Office, 313 Campus Street, Celebration, Florida 34747.

Present and constituting a quorum were:

Scott Stearns	Chairman
José Rios	Vice Chairman
Walter Beeman	Assistant Secretary

Also present were:

Bob Koncar	Manager: Inframark
Sarah Sandy	Attorney: Hopping Green & Sams (via phone)
Rey Malavé	Engineer: Dewberry
Daniel Finz	Fields Services Manager

FIRST ORDER OF BUSINESS Call to Order

Mr. Koncar called the meeting to order at 11:30 a.m.

SECOND ORDER OF BUSINESS Roll Call

Mr. Koncar called the roll and stated a quorum was present for the meeting.

THIRD ORDER OF BUSINESS Public Comment Period

There being none, the next order of business followed.

FOURTH ORDER OF BUSINESS Administrative Matters

A. Appointment of Supervisor to Fill the Unexpired Term of Office for Seat 3

There being no nomination, the next item followed.

FIFTH ORDER OF BUSINESS Approval of the Minutes of the September 27, 2017 Meeting

Mr. Koncar reviewed the minutes and asked for any additions, corrections, or deletions.

Ms. Sandy stated I previously reviewed the minutes and provided comments which have been incorporated in the version the Board has.

On MOTION by Mr. Beeman, seconded by Mr. Rios, with all in favor, unanimous approval given to the September 27, 2017 minutes, as presented.

SIXTH ORDER OF BUSINESS

**Consideration of FY 2017-2018
Engineering Services Work Authorization**

Mr. Koncar stated this is for the ongoing services with Dewberry Engineering.

Mr. Malavé stated every year we try to do a work authorization which is geared more towards Dewberry; we are still tied to our contract with the CDD.

Ms. Sandy stated it would be a work authorization submitted under that general contract.

Mr. Malavé stated for time and materials we did include a budget which is the budget of the District, but we spend only whatever we are tasked with and invoice work we actually do.

Mr. Koncar stated is it consistent with the fiscal year. The total price is \$18,000 which is what you have budgeted.

Mr. Malavé stated it does not guarantee we will spend all of that.

On MOTION by Mr. Stearns, seconded by Mr. Beeman, with all in favor, unanimous approval given to 2017-2018 Engineering Services Work Authorization, as presented, at a not to exceed of \$18,000.

Mr. Malavé stated in November, at our last meeting, we were finishing up our monitoring of all the wetland areas. One of the areas that was noted and also reviewed was the 100 year compensation area. One of the reports received from the Environmental staff is that there are a lot of exotics and it was not planted with was originally approved by our SFWMD permit. Therefore, what we are trying to do is take the compensation area which is next to the lake, plant it with a favorable plant, Pickerel Weed. It is a good choice because it flowers and holds up to changing water levels. We will have to scrape it, replant and continue the monitoring of it. The change order goes to our current work authorization for monitoring the wetlands and because of the planting part we are talking about an additional \$14,000 change order. The change order includes the plants and scraping, we will be using Earth Balance to do all of the work, and we will monitor it and send the report to SFWMD. The rest will fall as part of our current contract.

Mr. Beeman asked does this include the monitoring for the year?

Mr. Malavé responded yes, for one year after the planting. It also includes a one year guarantee from Earth Balance for the plants.

Mr. Beeman stated it is everything.

Mr. Malavé stated yes. Do you have any other questions?

Mr. Rios asked is this included in the budget?

Mr. Koncar responded I do not see it included in the budget at this point.

Mr. Stearns stated the monitoring and maintenance would have been in the budget but the replanting would not have been. One thing you said, but I am not sure is 100% accurate, it was planted with Pickerel weed at one point and when it was turned over it was at that level. I do not know if the people with the maintenance contract have not been maintaining it, it has not done well or if invasives have taken it over.

Mr. Malavé stated the paragraph says based on current conditions there is excessive coverage of cattails and non-desirable vegetation which will have to be removed prior to planting. We will put it on our list and make sure we are maintaining and monitoring it.

Mr. Stearns stated it is my concern with planting it with any wetland plantings. The success of it is a low probability without severe maintenance. It is the projects front door there on the lake. Does the number include annual spraying?

Mr. Malavé responded we will include it in the other work. It does include one year because we want to have the guys who are going to plant it guarantee it for one year.

Mr. Stearns stated the next contract we are looking at is the L&WM and includes the same scope. It includes lake management service of 11 ponds and one lakefront totaling 2,900 linear feet, monthly site visits and exotics.

Mr. Malavé stated it is in our contract to do that work.

Mr. Stearns stated we need to make sure we do not pay for it twice.

Mr. Koncar stated you do have in the budget \$10,000 for R&M of the mitigation area.

Mr. Stearns stated I think we are going to be okay on the budget amount it is just making sure we have scopes that do not overlap over the next year. I am less concerned right now about planting and fixing it but then moving forward I do not want to have two contracts. The storm water ponds are what is being taken care of by the HOA through a

sub-agreement. They do the typical spraying of the ponds but they threw in the lakefront which is interesting. The maintenance and monitoring of the environmental issues which would be wetlands, buffers and things that Mr. Malavé should be handling should not be co-mingled with lake management.

Mr. Koncar asked do you want us to take some of this out that is already in the Dewberry contract and ask them to give us another proposal?

Mr. Stearns responded I just want to clarify it is not an oversight. I do not want to have two contracts for the same scope. Ms. Andrea Stevens, the HOA Manager, took care of it and they probably took the permit and said here is everything. I would request we approve Mr. Malavé's contract as it is and then talk to Ms. Stevens about it. I think we can approve this contract also we just have to figure out how to do a change order back from either one. I would rather have an Environmental Consultant taking care of the wetlands than just a pond maintenance group.

Ms. Sandy stated the Cost Share Agreement we have with HOA in total for the year is \$62,000 for landscaping.

Mr. Stearns stated I do not have it in front of me so I do not know what is in it, but it would have been with Landform through the HOA to mow and maintain the lakes. I do not know if it included the actual water quality portion of the lakes.

Mr. Malavé stated which is what this is for.

Mr. Stearns stated exactly, this is your typical lake management contract.

Mr. Malavé stated not for cutting grass, maintenance and all of that.

Ms. Sandy asked if there are funds in the budget to cover it.

Mr. Stearns responded I do not know if the budget was only the Landform contract or if we included any additional for lake maintenance.

Mr. Koncar stated I did not see anything additional other than what I mentioned. I can check it and let you know.

Mr. Stearns stated also the item that was added to the agenda for the signage for the lakes. These bits and pieces that come through that are part of the lakes and I do not know if there is anything else we should consider. We need to look at the budget to make sure we have it dialed in correctly.

Mr. Malavé stated if you look at the contract for LWM it is another \$7,100 for just their work and then the \$14,000; we need to make sure there is no overlap on either one. Especially on the area we are replanting. We need to make sure we coordinate it.

Mr. Stearns stated I am concerned where we are with the budget, too.

Mr. Malavé stated if it is only \$10,000 that is \$7,000 of it and then another \$14,000 it is \$21,000 plus and we are doubling the budget item.

Mr. Stearns stated maybe the best course of action is not to approve any of it now and have staff regroup and bring it back.

Mr. Koncar stated your next meeting is February. We can research it and bring something back that you can see everything at one time.

Mr. Malavé asked including the signs?

Mr. Stearns responded the signs are a safety issue I would like to get that going. There are some alligators in those lakes.

Mr. Malavé asked since we are putting up signs should it also say “No Swimming”?

Ms. Sandy responded the District does not have a duty to put up any signs regarding alligators unless there is some kind of nuisance, but the District has the discretion to do it. In terms of “No Swimming” it is again something that is within your discretion to do it is just whether or not the Board thinks it is advisable. What all do you want the signs to cover?

Mr. Beeman responded at the least “Swimming at Your Own Risk”.

Mr. Stearns stated we could change it to say “Caution No Swimming, Alligators May Be Present” to cover both points. I think from an insurance perspective having signs that say “No Swimming” is smart. I know we have had the issue on other properties where they have requested it. This came about from residents requesting the signage.

Mr. Finz asked have you seen alligators?

Mr. Stearns responded I have.

Mr. Rios stated it is Florida.

Mr. Stearns stated they are not 15 feet long; we would have called to get them removed, but there are some little ones there.

Mr. Rios stated we do have people from other states living in that community so they are not used to it.

Mr. Stearns stated this is where it came up and I thought it was prudent to do it. I think we should approve it and tweak the language.

Ms. Sandy stated I want to confirm if we have room in the budget or a line item which we can use to pay for the signs.

Mr. Koncar stated it is \$2,700. We do not have a line item in the budget and we would have to take it from Fund Balance which is \$23,145 on the year to date actual. There is still revenue that has not yet been collected from the assessments; they are at about half.

Mr. Beeman stated I would think you would want the signs regardless of whether it is a budgeted line item so we just need to deal with it.

Mr. Koncar asked what do we want the signs to say? We are at “Caution Alligators May Be Present”

Mr. Stearns responded my suggestion was “Caution No Swimming Alligators May Be Present”. It could just say “No Swimming Alligators May Be Present”. I do not know that it needs to say caution, it is self-explanatory.

Mr. Beeman asked any comments, Ms. Sandy?

Ms. Sandy responded we have a variety in terms of what Districts have put up; sometimes they chose to go broader saying “Wildlife Present” to cover more than just alligators, but there is not specific wording that we recommend.

Mr. Stearns stated I think wildlife is a good idea; there are snakes and other things. We can change it to say “No Swimming Dangerous Wildlife May Be Present”.

Ms. Sandy stated sometimes there are pictorials with alligators, snakes and such that they can put on there.

Mr. Stearns stated the HOA was going to take care of this. They were going to hire the people and get it done for us. I will follow-up with them to make sure they get a proof of it and it is acceptable. There is signage at the big wetlands on the lakeshore where the dock and facility is for the CDD, but the HOA was concerned around the individual storm water ponds.

Mr. Koncar stated we want to go ahead and approve the expenditure.

On MOTION by Mr. Stearns seconded by Mr. Beeman, with all in favor, \$2,700 for wildlife warning signs was approved with authorization to Mr. Stearns to review and finalize such signage.

SEVENTH ORDER OF BUSINESS Ratification of Lake Maintenance Services Agreement with Lake & Wetland Management, Inc.

Ms. Sandy stated if we could just revisit the LWM agreement. There is currently a signed agreement. It was signed in between meetings and we are bringing it back for the Board today for ratification. I will wait for direction from the Board on whether you want to ratify it now or terminate the agreement. It is an ongoing agreement currently and they are performing services.

Mr. Beeman asked would we not have to terminate this if we changed some of the language?

Mr. Stearns responded we could change order it. I would not terminate the contract if they are actively working and billing. I would say once we figure out from staff what is going on, if there is an overlap and it needs to be removed from the new proposal Mr. Malavé is doing, we would either remove it or change order it out of this contract.

Ms. Sandy stated if we can get a motion from the Board to ratify it.

On MOTION by Mr. Beeman seconded by Mr. Stearns, with all in favor, the Lake & Wetland Management agreement for lake maintenance services at a cost of \$595 per month was ratified.

Mr. Malavé stated for clarification we were only talking about the 100 year area for replanting. Do we still want them to do the other part of the wetlands or not? Here it says one lakefront and 9,000 linear feet so it looks like the whole shoreline.

Mr. Stearns responded we will figure it out.

EIGHTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Sandy stated unless you have questions we have nothing more to report.

B. Engineer

Mr. Malavé stated I do not have anything else at this time.

C. Manager

i. Financial Statements

Mr. Koncar reviewed the financial statements contained in the agenda package and available for public review at the District office during normal business hours.

ii. Check Register and Invoices

Mr. Koncar reviewed the check register and invoices contained in the agenda package and available for public review at the District office during normal business hours.

On MOTION by Mr. Beeman, seconded by Mr. Rios, with all in favor, unanimous approval was given to the check register and invoices.

iii. Consideration of Engagement Letter with Grau & Associates for Fiscal Year 2017 Financial Audit

Mr. Koncar stated this is for your auditing services at \$3,500 which is what we have budgeted this year.

Ms. Sandy stated there is a subsequent version of the audit engagement that I reviewed and provided comments on that has been incorporated. If the Board could approve subject to incorporation of District Counsel's comments.

Mr. Beeman asked is this just for one year?

Mr. Koncar responded yes. Normally it is a three year engagement. The \$3,500 is just for this year.

Ms. Sandy stated the agreement is for one year with an option for additional one year renewal.

On MOTION by Mr. Beeman, seconded by Mr. Rios, with all in favor, the audit engagement letter for fiscal year 2017 with Grau & Associates was approved subject to District Counsel's comments being incorporated.

NINTH ORDER OF BUSINESS

Other Business

A. Discussion of Alligator Warning Signs

Previously addressed.

TENTH ORDER OF BUSINESS Supervisor Requests

Mr. Stearns asked how do you want to handle this?

Mr. Malavé responded I will talk to Jason in our office first; he might know what they included. If needed, I will call Chad at LWM to see what his inclusion is.

Mr. Stearns stated it would make sense if LWM was doing the maintenance. If there is a gap in the scope they have already given us. Lets chat to make we are all clear on it. Will the contract we ratified be an additional line item under Field?

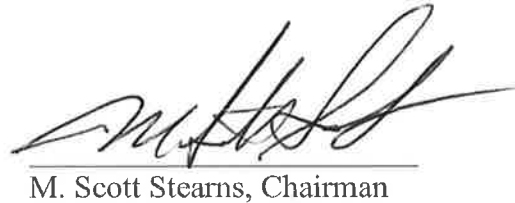
Mr. Koncar responded yes.

ELEVENTH ORDER OF BUSINESS Adjournment

The next meeting is scheduled for February 23, 2018, at 11:30 a.m.

On MOTION by Mr. Beeman, seconded by Mr. Rios, with all in favor, the meeting adjourned.


Assistant Secretary/Secretary


M. Scott Stearns, Chairman