

Hicks Ditch
Community Development District

Agenda

July 26, 2023

AGENDA

Hicks Ditch
Community Development District

219 E. Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

July 19, 2023

Board of Supervisors
Hicks Ditch Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Hicks Ditch Community Development District will be held **Wednesday, July 26, 2023, at 9:00 AM the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, FL 34711.** Following is the advance agenda for the regular meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Public Hearing
 - a. Consideration of Resolution 2023-37 Adopting Fiscal Year 2024 Budget and Relating to the Annual Appropriations
 - b. Consideration of Fiscal Year 2023/2024 Funding Agreement
4. Approval of Minutes of the April 26, 2023 Board of Supervisors Meeting
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Request No. 6-9
 - iii. Presentation of Registered Voters- 0
 - iv. Review of Fiscal Year 2024 Meeting Schedule
6. Other Business
7. Supervisors Requests and Audience Comments
8. Adjournment

SECTION III

SECTION A

RESOLUTION 2023-37

THE ANNUAL APPROPRIATION RESOLUTION OF THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Hicks Ditch Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes (“Adopted Budget”)*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Hicks Ditch Community Development District for the Fiscal Year Ending September 30, 2024.”

- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 26TH DAY OF JULY 2023.

ATTEST:

**HICKS DITCH COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Budget

Hicks Ditch
Community Development District

Proposed Budget
FY2024



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Hicks Ditch

Community Development District

General Fund

Description	Adopted Budget FY2023	Actuals Thru 5/31/23	Projected Next 4 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Developer Contributions	\$ 114,178	\$ 42,083	\$ 22,720	\$ 64,804	\$ 136,998
Total Revenues	\$ 114,178	\$ 42,083	\$ 22,720	\$ 64,804	\$ 136,998
Expenditures					
<i>General & Administrative</i>					
Supervisor Fees	\$ 11,000	\$ 1,400	\$ 4,000	\$ 5,400	\$ 12,000
Fica Expense	\$ 842	\$ 107	\$ 306	\$ 413	\$ 918
Engineering	\$ 13,750	\$ -	\$ 6,875	\$ 6,875	\$ 15,000
Attorney	\$ 22,917	\$ 9,984	\$ 7,132	\$ 17,116	\$ 25,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 4,100
Management Fees	\$ 34,375	\$ 9,844	\$ 6,250	\$ 16,094	\$ 37,100
Information Technology	\$ 1,650	\$ 945	\$ 600	\$ 1,545	\$ 1,800
Website Maintenance	\$ 2,850	\$ 2,380	\$ 400	\$ 2,780	\$ 1,200
Telephone	\$ 275	\$ -	\$ 100	\$ 100	\$ 100
Postage & Delivery	\$ 917	\$ 72	\$ 125	\$ 197	\$ 1,000
Insurance	\$ 5,000	\$ 3,740	\$ -	\$ 3,740	\$ 6,000
Printing & Binding	\$ 917	\$ 43	\$ 50	\$ 93	\$ 1,000
Legal Advertising	\$ 13,750	\$ 8,161	\$ 1,114	\$ 9,275	\$ 12,750
Contingency	\$ 4,583	\$ -	\$ 950	\$ 950	\$ 2,500
Office Supplies	\$ 573	\$ 1	\$ 25	\$ 26	\$ 300
Travel Per Diem	\$ 605	\$ -	\$ 50	\$ 50	\$ 605
Dues, Licenses & Subscriptions	\$ 175	\$ 150	\$ -	\$ 150	\$ 175
Total Expenditures	\$ 114,178	\$ 36,827	\$ 27,977	\$ 64,804	\$ 136,998
Excess Revenues/(Expenditures)	\$ 0	\$ 5,256	\$ (5,256)	\$ -	\$ -

Hicks Ditch

Community Development District

General Fund Narrative

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kutak Rock LLP, will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage Fees

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its bonds and any other anticipated bond issuance.

Dissemination Fees

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Hicks Ditch

Community Development District

General Fund Narrative

Trustee Fees

The District will pay annual trustee fees for the proposed bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida, LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

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

Contingency

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

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Hicks Ditch
Community Development District
General Fund Narrative

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

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

SECTION B

**HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 FUNDING AGREEMENT**

This agreement ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between:

Hicks Ditch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in City of Eustis, Florida ("**District**"), and

TLC Pine Meadows, LLC, a Florida limited liability company and a landowner in the District ("**Developer**") with an address of 605 Commonwealth Avenue, Orlando, Florida 32814.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Eustis, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024 Budget**"); and

WHEREAS, this Fiscal Year 2023/2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2023/2024 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2023/2024 Budget" in the public records of Lake County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2023/2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not

materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. ALTERNATIVE COLLECTION METHODS.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

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

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

6. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[remainder of page intentionally left blank]

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

Attest:

**Hicks Ditch Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

TLC Pine Meadows, LLC,
a Florida limited liability
company

Witness

By: _____
Its: _____

- EXHIBIT A:** Property Description
- EXHIBIT B:** Fiscal Year 2023/2024 Budget

EXHIBIT A
Property Description

That part of the East 169.5 feet of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 18 South, Range 26 East, Lake County, Florida, lying South of the Southerly line of the right of way known as Pine Meadows Golf Course Road.

AND

The Southeast 1/4 of the Northeast 1/4 of Section 35, Township 18 South, Range 26 East, Lake County, Florida, LESS right of way for Pine Meadows Golf Course Road. Also LESS and EXCEPT Lots 1 and 2, Pine Meadows Fairway Estates, according to the Plat thereof, as recorded in Plat Book 17, Page 56, Public Records of Lake County, Florida.

AND

Tracts 21 to 26, inclusive, and Tracts 37 to 40, inclusive, Eustis Meadows, according to the Map or Plat thereof, recorded in Plat Book 1, Page 2, Public Records of Lake County, Florida, LESS and EXCEPT therefrom the right of way for Pine Meadows Golf Course Road, as shown on Plat Book 17, Page 56 and the right of way for Fairway Drive, as shown on Plat Book 17, Page 56, and the right of way for Pine-Meadows Road, as shown on Plat Book 17, Page 12. Also, LESS and EXCEPT Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Pine Meadows Fairway Estates, according to the Map or Plat thereof, as recorded in Plat Book 17, Page 56, Public Records of Lake County, Florida.

AND

Parcel A:

That part of Lot 12, in Section 36, Township 18 South, Range 26 East, Map of Eustis Meadows, according to the Plat thereof, as recorded In Plat Book 1, Page 2, of the Public Records of Lake County, Florida; and that part of Blocks 3 and 15, in Section 36, Township 18 South, Range 26 East, Town Plat of Eustis Meadows, according to the Plat thereof, as recorded In Plat Book 1, Page 2, of the Public Records of Lake County, Florida, being more particularly described as follows: Begin at a 5/8" Iron rod and cap (PLS 3351) at the Northeast corner of Lot 12 of said Map of Eustis Meadows, according to the Plat thereof, as recorded in Plat Book 1, Page 2, of the Public Records of Lake County, Florida; run thence South 87°04'27" West, along the North line of said Lot 12, also being the North line of the Southwest 1/4 of Section 36, Township 18 South, Range 26 East, Lake County, Florida, a distance of 651.38 feet to the Northwest corner of said Lot 12; thence South 00°32'04" East, along the West line of said Lot 12, a distance of 1,280.21 feet to a 4" octagonal monument at the Southwest corner of said Lot 12; thence North 87°33'44" East, along the South line of said Lot 12, a distance of 15.01 feet; thence South 00°32'04" East, a distance of 15.01 feet to the Northwest corner of Block 3 of said Town Plat of Eustis Meadows; thence North 87°33'44" East, along the South right of way line of North Street, a distance of 10.01 feet; thence

South 00°32'04" East, along a line 10 feet East of when measured at right angles to and parallel with the East right of way line of Cedar Street, a distance of 433.22 feet to an intersection with a line that is 50.00 feet North of and parallel with, when measured of right angles thereto, the North right of way line of County Road No. 44-A; thence North 88°02'40" East, along said line which is 50.00 feet North of and parallel with the North right of way line of County Road No. 44-A, a distance of 111.02 feet, to an intersection with the Westerly top of the bank of a canal known as Hicks Ditch; thence North 24°12'31" East, along said top of bank, 108.49 feet; thence North 21°03'29" East, along said top of bank, 200.06 feet; thence North 19°20'32" East, along said top of bank, 200.30 feet; thence North 20°32'44" East, along said top of bank, 394.93 feet; thence North 19°41'20" East, along said top of bank, 541.12 feet to an intersection with the East line of said Lot 12; thence North 00°44'07" West, along the East line of said Lot 12, 402.85 feet to the Point of Beginning.

Together with a 50 feet wide ingress and egress easement along the Easterly line bounded and described as follows: Commence at a 5/8" iron rod and cap (PLS 3351) at the Northeast corner of Lot 12 of Map of Eustis Meadows, according to the Plat thereof, as recorded in Plat Book 1, Page 2, of the Public Records of Lake County, Florida; run thence South 00°44'07" East, along the East line of said Lot 12, a distance of 402.85 feet to the Point of Beginning; run thence North 00°44'07" West, along the East line of said Lot 12, a distance of 125.70 feet; thence South 22°42'12" West, 116.65 feet; thence South 19°41'20" West, 542.07 feet; thence South 20°32'44" West, 395.08 feet; thence South 19°20'32" West, 200.08 feet; thence South 21°03'29" West, 197.94 feet; thence South 24°12'31" West, 131.68 feet to an intersection with a line that is 50.00 feet North of and parallel with when measured at right angles thereto the North right of way line of County Road No. 44-A; thence North 88°02'40" East, along said line which is 50.00 feet North of and parallel with the North right of way line of County Road No. 44-A, a distance of 55.71 feet, to an intersection with the Westerly top of the bank of a canal known as Hicks Ditch; thence North 24°12'31" East, along said top of bank, 108.49 feet; thence North 21°03'29" East, along said top of bank, 200.06 feet; thence North 19°20'32" East, along said top of bank, 200.30 feet; thence North 20°32'44" East, along said top of bank, 394.93 feet; thence North 19°41'20" East, along said top of bank, 541.12 feet to the Point of Beginning.

AND

Parcel B:

That part of Blocks 2 and 14, and that part of a vacated portion of Orange Street, in Section 36, Township 18 South, Range 26 East, Town Plat of Eustis Meadows, according to the Plat thereof, as recorded in Plat Book 1, Page 2, of the Public Records of Lake County, Florida, being more particularly described as follows:

Commence at a 5/8" iron rod and cap (PLS 3351) at the Northeast corner of Lot 12 of Map Eustis Meadows, according to the Plat thereof, as recorded in Plat Book 1, Page 2, of the Public Records of Lake County, Florida; run thence South 87°04'27" West, along the North line of said Lot 12, also being the North line of the Southwest 1/4 of Section 36, Township 18 South, Range 26 East,

Lake County, Florida, a distance of 651.38 feet to the Northwest corner of said Lot 12; thence continue South 87°04'27" West, along the North line of Lot 11, said Map of Eustis Meadows, also being the North line of the said Southwest 1/4 of Section 36, a distance of 175.55 feet to an intersection with the East line of the West 150.00 feet of the East 1/2 of said Lot 11; thence South 00°26'01" East, along the East line of the West 150.00 feet of the East 1/2 of said Lot 11 and its prolongation thereof, a distance of 1,293.80 feet to an intersection with the South right of way line of North Street and the Point of Beginning; thence North 87°33'44" East, along the South right of way line of North Street, a distance of 152.76 feet to a line 10 feet West of when measured at right angles to and parallel with the West right of way line of Cedar Street; thence South 00°32'04" East, along said line 10 feet West of when measured at right angles to and parallel with the West right of way line of Cedar Street, a distance of 432.80 feet to an intersection with a line that is 50.00 feet North of and parallel with when measured at right angles to the North right of way line of County Road No. 44-A; thence South 88°02'40" West, along said line which is 50.00 feet North of and parallel with the North right of way line of County Road No. 44-A, a distance of 153.49 feet, to an intersection with a line which bears South 00°26'01" East from the Point of Beginning; thence North 00°26'01" West, along the Southerly prolongation of the East line of the West 150.00 feet of the East 1/2 of said Lot 11, a distance of 431.53 feet to the Point of Beginning.

AND

Parcel C:

That part of Lot 11, in Section 36, Township 18 South, Range 26 East, Map of Eustis Meadows, according to the Plat thereof, as recorded in Plat Book 1, Page 2, of the Public Records of Lake County, Florida, being more particularly described as follows:

Commence at a 5/8" iron rod and cap (PLS 3351) at the Northeast corner of Lot 12 of Map of Eustis Meadows, according to the Plat thereof, as recorded in Plat Book 1, Page 2, of the Public Records of Lake County, Florida; run thence South 87°04'27" West, along the North line of said Lot 12, also being the North line of the Southwest 1/4 of Section 36, Township 18 South, Range 26 East, Lake County, Florida, a distance of 651.38 feet to the Northwest corner of said Lot 12, and the Point of Beginning; thence continue South 87°04'27" West, along the North line of Lot 11, said Map of Eustis Meadows, also being the North line of the said Southwest 1/4 of Section 36, a distance of 175.55 feet to an intersection with the East line of the West 150.00 feet of the East 1/2 of said Lot 11; thence South 00°26'01" East, along the East line of the West 150.00 feet of the East 1/2 of said Lot 11, a distance of 1,243.77 feet to an intersection with a line 35.00 feet North of when measured at right angles to and parallel with the North right of way line of North Street; thence North 87°33'44" East, along said line 35.00 feet North of when measured at right angles to and parallel with the North right of way line of North Street, a distance of 177.69 feet to an intersection with the West line of said Lot 12; thence North 00°32'04" West, along said West line of Lot 12, a distance of 1,245.19 feet to the Point of Beginning.

TOGETHER WITH:

LEGAL DESCRIPTION

A STRIP OF LAND, BEING A PORTION OF PINE MEADOWS GOLF COURSE ROAD AS DESCRIBED IN THAT CERTAIN INDENTURE, AS RECORDED IN OFFICIAL RECORDS BOOK 666, PAGE 1637 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN LOTS 21 THROUGH 24, EUSTIS MEADOWS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS. BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF FAIRWAY DRIVE, PINE MEADOWS FAIRWAY ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGE 56 AND BOUNDED ON THE EAST BY THE EAST LINE OF SAID LOT 24.

TOGETHER WITH:

LEGAL DESCRIPTION

A STRIP OF LAND, BEING NORTH STREET AND CEDAR STREET, LYING EAST OF THE EAST LINE OF THE WEST 150 FEET OF THE EAST HALF OF LOT 11, EUSTIS MEADOWS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 PAGE 2, LAKE COUNTY, FLORIDA AND LYING NORTH OF THE NORTH RIGHT-OF-WAY OF EAST COUNTY ROAD 44.

All of the above containing approximately 244.043 acres, +/-

EXHIBIT B
Fiscal Year 2023/2024 Budget

Hicks Ditch
Community Development District

Proposed Budget
FY2024



Table of Contents

1-2 General Fund

3-6 General Fund Narrative

Hicks Ditch

Community Development District

General Fund

Description	Adopted Budget FY2023	Actuals Thru 5/31/23	Projected Next 4 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Developer Contributions	\$ 114,178	\$ 42,083	\$ 22,720	\$ 64,804	\$ 136,998
Total Revenues	\$ 114,178	\$ 42,083	\$ 22,720	\$ 64,804	\$ 136,998
Expenditures					
<i>General & Administrative</i>					
Supervisor Fees	\$ 11,000	\$ 1,400	\$ 4,000	\$ 5,400	\$ 12,000
Fica Expense	\$ 842	\$ 107	\$ 306	\$ 413	\$ 918
Engineering	\$ 13,750	\$ -	\$ 6,875	\$ 6,875	\$ 15,000
Attorney	\$ 22,917	\$ 9,984	\$ 7,132	\$ 17,116	\$ 25,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 4,100
Management Fees	\$ 34,375	\$ 9,844	\$ 6,250	\$ 16,094	\$ 37,100
Information Technology	\$ 1,650	\$ 945	\$ 600	\$ 1,545	\$ 1,800
Website Maintenance	\$ 2,850	\$ 2,380	\$ 400	\$ 2,780	\$ 1,200
Telephone	\$ 275	\$ -	\$ 100	\$ 100	\$ 100
Postage & Delivery	\$ 917	\$ 72	\$ 125	\$ 197	\$ 1,000
Insurance	\$ 5,000	\$ 3,740	\$ -	\$ 3,740	\$ 6,000
Printing & Binding	\$ 917	\$ 43	\$ 50	\$ 93	\$ 1,000
Legal Advertising	\$ 13,750	\$ 8,161	\$ 1,114	\$ 9,275	\$ 12,750
Contingency	\$ 4,583	\$ -	\$ 950	\$ 950	\$ 2,500
Office Supplies	\$ 573	\$ 1	\$ 25	\$ 26	\$ 300
Travel Per Diem	\$ 605	\$ -	\$ 50	\$ 50	\$ 605
Dues, Licenses & Subscriptions	\$ 175	\$ 150	\$ -	\$ 150	\$ 175
Total Expenditures	\$ 114,178	\$ 36,827	\$ 27,977	\$ 64,804	\$ 136,998
Excess Revenues/(Expenditures)	\$ 0	\$ 5,256	\$ (5,256)	\$ -	\$ -

Hicks Ditch

Community Development District

General Fund Narrative

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kutak Rock LLP, will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage Fees

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its bonds and any other anticipated bond issuance.

Dissemination Fees

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Hicks Ditch

Community Development District

General Fund Narrative

Trustee Fees

The District will pay annual trustee fees for the proposed bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida, LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

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

Contingency

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

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Hicks Ditch
Community Development District
General Fund Narrative

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

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

MINUTES

**MINUTES OF MEETING
HICKS DITCH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hicks Ditch Community Development District was held Wednesday, **April 26, 2023** at 9:00 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum:

Tony Iorio	Chairman
Doug Beasley	Vice Chairman
Shane Blanton	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Sarah Sandy <i>by phone</i>	District Counsel, Kutak Rock
Michelle Rigoni <i>by phone</i>	District Counsel, Kutak Rock
Ryan Dugan	District Counsel, Kutak Rock

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the February 22,
2023 Board of Supervisors Meeting**

Mr. Flint presented the minutes from the February 22, 2023 Board of Supervisors meeting and asked if the Board reviewed the minutes. Mr. Iorio stated he reviewed the minutes and had no comments. Ms. Sandy stated she also reviewed the minutes.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Minutes of the February 22, 2023 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-36
Approving the Fiscal Year 2024 Proposed
Budget and Setting a Public Hearing**

Mr. Flint stated each year the Board is required to approve a proposed budget by June 15th and set the date, place, and time of the public hearing for its final consideration. They are recommending the July 26th meeting for the public hearing at 9:00 a.m. in this location. He noted exhibit ‘A’ attached to the resolution is the proposed budget. He stated at this point it is just an administrative budget and it contemplates that they would continue to operate under a developer funding agreement as they do not think the development will be far enough along.

Mr. Flint noted that there is an increase in the proposed management fee that is not being approved today but it is in the proposed budget and right now the developer is only getting billed 50% of the current fee until bonds are issued so this would be a proposed increase that would start on October 1st depending on the timing of when bonds are issued, either 50% of that or the full amount. Mr. Flint asked for any questions on the proposed budget or the resolution.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2023-36 Approving Fiscal Year 2024 Proposed Budget and Setting a Public Hearing for July 26, 2023 at 9:00 a.m., was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Sandy stated since the last meeting, the bond validation hearing was held which went well. She stated that both the bonds and assessments were validated not to exceed the amount of \$33,150,000. The final judgement was entered on March 27th and the appeal period actually runs through today so they are requesting a certificate of no appeal. She stated that they are set up to issue bonds but they are in a holding pattern and will wait until next year to issue those bonds. She noted the Phase 1A start of construction goal is June. Mr. Iorio stated contracts are now in process and their District engineer will be the project manager. He stated the construction schedule for complete build out is probably comfortably 12-15 months because all the earth work for both

Phases 1A and 1B will be happening simultaneously because of the ponds and the configurations. Ms. Sandy asked if construction for just Phase 1A is around July of next year. Mr. Iorio stated correct, that is the timeline and schedule. He noted a contractor has been lined up and project has been bid competitively.

B. Engineer

Mr. Flint stated that the District Engineer was not present.

C. District Manager’s Report

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financial statements through the end of March. He stated there is no action required on the financials but if the Board has any comments, those can be discussed.

ii. Ratification of Funding Requests No 2-5

Mr. Flint stated these funding requests have been sent to the developer under the developer funding agreement and asked the Board to ratify the funding agreements.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Funding Requests No. 2-5, were ratified.

SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

Mr. Flint asked for a motion of adjournment.

On MOTION by Mr. Beasley, seconded by Mr. Iorio, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION C

SECTION 1

Hicks Ditch
Community Development District

Unaudited Financial Reporting
May 31, 2023



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1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Capital Projects Fund</u>
4	<hr/>	<u>Month to Month</u>

Hicks Ditch
Community Development District
Combined Balance Sheet
May 31, 2023

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Operating Account	\$ 9,025	\$ -	\$ 9,025
Total Assets	\$ 9,025	\$ -	\$ 9,025
Liabilities:			
Accounts Payable	\$ 3,554	\$ -	\$ 3,554
Due to Developer	\$ -	\$ 11,462	\$ 11,462
FICA Payable	\$ 214	\$ -	\$ 214
Total Liabilites	\$ 3,768	\$ 11,462	\$ 15,230
Fund Balance:			
Capital Projects - Series 2022	\$ -	\$ (11,462)	\$ (11,462)
Unassigned	\$ 5,256	\$ -	\$ 5,256
Total Fund Balances	\$ 5,256	\$ (11,462)	\$ (6,206)
Total Liabilities & Fund Balance	\$ 9,025	\$ -	\$ 9,025

Hicks Ditch

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/23	Thru 05/31/23	Variance
Revenues:				
Developer Contributions	\$ 114,178	\$ 42,083	\$ 42,083	\$ -
Total Revenues	\$ 114,178	\$ 42,083	\$ 42,083	\$ -
Expenditures:				
General & Administrative:				
Supervisors Fees	\$ 11,000	\$ 7,000	\$ 1,400	\$ 5,600
FICA Espense	\$ 842	\$ 536	\$ 107	\$ 428
Engineering	\$ 13,750	\$ 8,750	\$ -	\$ 8,750
Attorney	\$ 22,917	\$ 14,583	\$ 9,984	\$ 4,599
Management Fees	\$ 34,375	\$ 21,875	\$ 9,844	\$ 12,031
Information Technology	\$ 1,650	\$ 1,050	\$ 945	\$ 105
Website Maintenance	\$ 2,850	\$ 1,814	\$ 2,380	\$ (566)
Telephone	\$ 275	\$ 175	\$ -	\$ 175
Postage & Delivery	\$ 917	\$ 583	\$ 72	\$ 512
Insurance	\$ 5,000	\$ 5,000	\$ 3,740	\$ 1,260
Printing & Binding	\$ 917	\$ 583	\$ 43	\$ 541
Legal Advertising	\$ 13,750	\$ 8,750	\$ 8,161	\$ 589
Other Current Charges	\$ 4,583	\$ 2,917	\$ -	\$ 2,917
Office Supplies	\$ 573	\$ 365	\$ 1	\$ 364
Travel Per Diem	\$ 605	\$ 385	\$ -	\$ 385
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 150	\$ 25
Total Expenditures	\$ 114,178	\$ 74,540	\$ 36,827	\$ 37,713
Excess Revenues (Expenditures)	\$ 0		\$ 5,256	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 0		\$ 5,256	

Hicks Ditch
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2023

	Adopted Budget	Prorated Budget Thru 05/31/23	Actual Thru 05/31/23	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay-Construction	\$ -	\$ -	\$ 11,462	\$ (11,462)
Total Expenditures	\$ -	\$ -	\$ 11,462	\$ (11,462)
Excess Revenues (Expenditures)	\$ -	\$ -	\$ (11,462)	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ (11,462)	

Hicks Ditch
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ 31,317	\$ 3,708	\$ 6,077	\$ 981	\$ -	\$ -	\$ -	\$ -	\$ 42,083
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 31,317	\$ 3,708	\$ 6,077	\$ 981	\$ -	\$ -	\$ -	\$ -	\$ 42,083
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ 1,400
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ 107
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 845	\$ -	\$ (845)	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ -	\$ 3,819	\$ 499	\$ 2,676	\$ 1,263	\$ -	\$ 1,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,984
Management Fees	\$ -	\$ 469	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ -	\$ -	\$ -	\$ -	\$ 9,844
Information Technology	\$ -	\$ 45	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ 945
Website Maintenance	\$ -	\$ 30	\$ 100	\$ 1,850	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 2,380
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ -	\$ 9	\$ -	\$ 58	\$ 4	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ 72
Insurance	\$ -	\$ -	\$ -	\$ 3,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,740
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ 14	\$ 16	\$ -	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ 43
Legal Advertising	\$ -	\$ -	\$ 1,399	\$ 6,762	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,161
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 1
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ -	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Total Expenditures	\$ -	\$ 4,363	\$ 3,860	\$ 16,751	\$ 3,089	\$ 2,732	\$ 4,836	\$ 1,197	\$ -	\$ -	\$ -	\$ -	\$ 36,827
Excess Revenues (Expenditures)	\$ -	\$ (4,363)	\$ (3,860)	\$ (16,751)	\$ 28,228	\$ 977	\$ 1,241	\$ (215)	\$ -	\$ -	\$ -	\$ -	\$ 5,256

SECTION 2

Hicks Ditch
Community Development District

Funding Request #6
April 14, 2023

Bill to: TLC Pine Meadows, LLC

Payee	CAPITAL PROJECTS ⁽¹⁾	General Fund FY2023
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1	Kutak Rock LLP Invoice # 3209777 - Bond Validation	\$	3,695.35
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	\$	3,695.35	\$ -
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Total: \$ 3,695.35

Please make check payable to:

Hicks Ditch Community Development District
 6200 Lee Vista Blvd, Suite 300
 Orlando, FL 32822

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 24, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3209777

Client Matter No. 29823-4

Notification Email: eftgroup@kutakrock.com

Mr. George Flint

Hicks Ditch CDD

c/o Governmental Management Services – Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3209777

29823-4

Re: Validation

For Professional Legal Services Rendered

03/01/23	S. Sandy	1.40	448.00	Prepare joint stipulation, proposed final judgment, and prehearing memorandum of law; confer with Wilbourn regarding same
03/02/23	D. Wilbourn	1.00	170.00	Prepare for validation hearing; update joint stipulation
03/03/23	S. Sandy	0.70	224.00	Prepare pleadings
03/03/23	D. Wilbourn	0.70	119.00	Update and revise joint stipulation
03/06/23	S. Sandy	0.10	32.00	Conduct follow-up regarding Joint Stipulation
03/06/23	D. Wilbourn	1.60	272.00	Revise and disseminate joint stipulation for review by state attorney; revise pre-hearing memorandum
03/21/23	S. Sandy	0.50	160.00	Follow-up regarding joint stipulation and proposed final judgment; confer with Gladstone regarding same
03/21/23	D. Wilbourn	1.20	204.00	Prepare for validation hearing; resend joint stipulation to state

KUTAK ROCK LLP

Hicks Ditch CDD

April 24, 2023

Client Matter No. 29823-4

Invoice No. 3209777

Page 2

03/22/23	S. Sandy	1.00	320.00	attorney Facilitate finalizing joint stipulation and proposed final judgment
03/22/23	D. Wilbourn	2.70	459.00	Communications with state attorney; prepare documents for filing; prepare cover letter to judge; file joint stipulation and pre-hearing memorandum; coordinate transmittal of courtesy copies; prepare for hearing
03/23/23	S. Sandy	0.10	32.00	Confer regarding status
03/23/23	D. Wilbourn	1.60	272.00	Prepare for validation hearing; prepare hearing outline
03/24/23	S. Sandy	0.30	96.00	Prepare for validation hearing
03/24/23	D. Wilbourn	1.30	221.00	Prepare for validation hearing
03/27/23	S. Sandy	1.50	480.00	Prepare for and attend validation hearing; conduct follow-up regarding same
03/28/23	D. Wilbourn	0.40	68.00	Disseminate final judgment; conduct validation hearing follow-up
TOTAL HOURS		16.10		
TOTAL FOR SERVICES RENDERED				\$3,577.00
DISBURSEMENTS				
Freight and Postage			31.75	
Reproduction Costs			86.60	
TOTAL DISBURSEMENTS				<u>118.35</u>
TOTAL CURRENT AMOUNT DUE				<u>\$3,695.35</u>

the first two cases, the first two terms of the series are the same, and the third term is different.

In the third case, the first two terms are different, and the third term is the same as the second term.

In the fourth case, the first two terms are different, and the third term is the same as the first term.

In the fifth case, the first two terms are different, and the third term is the same as the first term.

In the sixth case, the first two terms are different, and the third term is the same as the first term.

In the seventh case, the first two terms are different, and the third term is the same as the first term.

In the eighth case, the first two terms are different, and the third term is the same as the first term.

In the ninth case, the first two terms are different, and the third term is the same as the first term.

In the tenth case, the first two terms are different, and the third term is the same as the first term.

In the eleventh case, the first two terms are different, and the third term is the same as the first term.

In the twelfth case, the first two terms are different, and the third term is the same as the first term.

In the thirteenth case, the first two terms are different, and the third term is the same as the first term.

In the fourteenth case, the first two terms are different, and the third term is the same as the first term.

In the fifteenth case, the first two terms are different, and the third term is the same as the first term.

In the sixteenth case, the first two terms are different, and the third term is the same as the first term.

In the seventeenth case, the first two terms are different, and the third term is the same as the first term.

In the eighteenth case, the first two terms are different, and the third term is the same as the first term.

In the nineteenth case, the first two terms are different, and the third term is the same as the first term.

In the twentieth case, the first two terms are different, and the third term is the same as the first term.

In the twenty-first case, the first two terms are different, and the third term is the same as the first term.

In the twenty-second case, the first two terms are different, and the third term is the same as the first term.

In the twenty-third case, the first two terms are different, and the third term is the same as the first term.

In the twenty-fourth case, the first two terms are different, and the third term is the same as the first term.

In the twenty-fifth case, the first two terms are different, and the third term is the same as the first term.

Hicks Ditch

Community Development District

Funding Request #7
May 11, 2023

Bill to: TLC Pine Meadows, LLC

	Payee		General Fund FY2023
1	Governmental Management Services Invoice # 6 - May 2023	\$	1,826.27
		\$	1,826.27
		Total:	\$ 1,826.27

Please make check payable to:

Hicks Ditch Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 6**Invoice Date:** 5/1/23**Due Date:** 5/1/23**Case:****P.O. Number:****Bill To:**Hicks Ditch CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - May 2023		1,562.50	1,562.50
Website Administration - May 2023		100.00	100.00
Information Technology - May 2023		150.00	150.00
Office Supplies		0.12	0.12
Postage		1.20	1.20
Copies		12.45	12.45
Total			\$1,826.27
Payments/Credits			\$0.00
Balance Due			\$1,826.27

Hicks Ditch

Community Development District

Funding Request #8

June 13, 2023

Bill to: TLC Pine Meadows, LLC

Payee	CAPITAL PROJECTS ⁽¹⁾	General Fund FY2023
1 Governmental Management Services Invoice #7 - June 2023		\$ 1,815.02
2 Kutak Rock LLP Invoice # 3225778 - General Counsel - April 2023 Invoice # 3225779 - Bond Validation - April 2023	\$ 131.80	\$ 1,728.02
	\$ 131.80	\$ 3,543.04
Total:		\$ 3,674.84

Please make check payable to:

Hicks Ditch Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 7
Invoice Date: 6/1/23
Due Date: 6/1/23
Case:
P.O. Number:

Bill To:

Hicks Ditch CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - June 2023		1,562.50	1,562.50
Website Administration - June 2023		100.00	100.00
Information Technology - June 2023		150.00	150.00
Office Supplies		0.12	0.12
Postage		2.40	2.40

RECEIVED

JUN 08 2023

Total	\$1,815.02
Payments/Credits	\$0.00
Balance Due	\$1,815.02

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3225778

Client Matter No. 29823-1

Notification Email: eftgroup@kutakrock.com

Mr. George Flint
Hicks Ditch CDD
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3225778

29823-1

Re: General Counsel

For Professional Legal Services Rendered

03/23/23	S. Sandy	0.10	32.00	Prepare for and attend project status call
04/01/23	W. Haber	1.00	385.00	Monitor 2023 legislative session for legislation pertaining to or affecting District
04/14/23	D. Wilbourn	0.30	51.00	Prepare and transmit budget approval resolution
04/19/23	S. Sandy	0.20	64.00	Review draft agenda
04/20/23	S. Sandy	0.20	64.00	Prepare for and attend project status call
04/25/23	S. Sandy	0.20	64.00	Prepare for board meeting
04/26/23	S. Sandy	3.30	1,056.00	Prepare for, travel to, and attend board meeting; conduct follow-up regarding same; return travel

TOTAL HOURS 5.30

RECEIVED

JUN 02 2023

KUTAK ROCK LLP

Hicks Ditch CDD

May 31, 2023

Client Matter No. 29823-1

Invoice No. 3225778

Page 2

TOTAL FOR SERVICES RENDERED \$1,716.00

DISBURSEMENTS

Meals 12.02

TOTAL DISBURSEMENTS 12.02

TOTAL CURRENT AMOUNT DUE \$1,728.02

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3225779

Client Matter No. 29823-4

Notification Email: eftgroup@kutakrock.com

Mr. George Flint
Hicks Ditch CDD
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3225779
29823-4

Re: Validation

For Professional Legal Services Rendered

04/25/23	D. Wilbourn	0.60	102.00	Prepare and coordinate filing of Certificate of No Appeal
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TOTAL HOURS	0.60			
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TOTAL FOR SERVICES RENDERED				\$102.00
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DISBURSEMENTS

Freight and Postage	22.00
Reproduction Costs	0.80
Miscellaneous	7.00

VENDOR: LAKE COUNTY
COURT CLERK; INVOICE#:
042623; DATE: 4/26/2023 -
Certificate of No Appeal

TOTAL DISBURSEMENTS		<u>29.80</u>
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TOTAL CURRENT AMOUNT DUE		<u>\$131.80</u>
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RECEIVED

JUN 02 2023

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

Hicks Ditch
Community Development District

Funding Request #9
July 17, 2023

Bill to: TLC Pine Meadows, LLC

Payee	General Fund	FY2023
1 Governmental Management Services		
Invoice # 8 - Management Fees - July 2023	\$	1,813.13
2 Kutak Rock LLP		
Invoice # 3238063 - General Counsel - May 2023	\$	421.77
	\$	2,234.90
Total:		\$ 2,234.90

Please make check payable to:

Hicks Ditch Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 8**Invoice Date:** 7/1/23**Due Date:** 7/1/23**Case:****P.O. Number:****Bill To:**Hicks Ditch CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - July 2023		1,562.50	1,562.50
Website Administration - July 2023		100.00	100.00
Information Technology - July 2023		150.00	150.00
Office Supplies		0.03	0.03
Postage		0.60	0.60

Total \$1,813.13**Payments/Credits** \$0.00**Balance Due** \$1,813.13

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 21, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3238063

Client Matter No. 29823-1

Notification Email: eftgroup@kutakrock.com

Mr. George Flint

Hicks Ditch CDD

c/o Governmental Management Services – Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3238063

29823-1

Re: General Counsel

For Professional Legal Services Rendered

03/23/23	S. Sandy	0.10	32.00	Prepare for and attend project status call
05/01/23	M. Rigoni	0.30	82.50	Confer with Sandy regarding status of various district matters
05/05/23	M. Rigoni	0.20	55.00	Revise FY 2024 budget forms
05/09/23	S. Sandy	0.30	96.00	Prepare master notice of assessment
05/16/23	D. Wilbourn	0.30	51.00	Record and disseminate master notice of special assessments
TOTAL HOURS		1.20		

KUTAK ROCK LLP

Hicks Ditch CDD

June 21, 2023

Client Matter No. 29823-1

Invoice No. 3238063

Page 2

TOTAL FOR SERVICES RENDERED \$316.50

DISBURSEMENTS

Filing and Court Fees 63.50

Travel Expenses 41.77

TOTAL DISBURSEMENTS 105.27

TOTAL CURRENT AMOUNT DUE \$421.77

SECTION 3



www.lakevotes.gov

1898 E. Burleigh Blvd. • P.O. Box 457 • Tavares, FL 32778 P 352-343-9734 F 352-343-3605 E Hays@lakevotes.gov

April 21, 2023

Brittany Brookes, Recording Secretary
219 E. Livingston St.
Orlando FL 32801

Re: District Counts

The number of registered voters within the Hicks Ditch Community Development District as of April 15, 2023 is 0.

If we may be of further assistance, please contact this office.

Sincerely,

A handwritten signature in cursive that reads "D. Alan Hays".

D. Alan Hays
Lake County Supervisor of Elections

OUR COMMITMENT

✓ Voter Confidence ✓ Excellent Service ✓ Accurate & Efficient Elections ✓ Responsible Financial Stewardship

SECTION 4

**BOARD OF SUPERVISORS MEETING DATES
HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024**

The Board of Supervisors of the Hicks Ditch Community Development District will hold their regular meetings for Fiscal Year 2024 on the fourth Wednesday of each month at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, FL 34711, at 9:00 a.m. unless otherwise indicated as follows:

**October 25, 2023
November 22, 2023
December 27, 2023
January 24, 2024
February 28, 2024
March 27, 2024
April 24, 2024
May 22, 2024
June 26, 2024
July 24, 2024
August 28, 2024
September 25, 2024**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC