Hicks Ditch Community Development District

Agenda

October 25, 2023

AGENDA

Hicks Ditch Community Development District

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

October 18, 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, October 25, 2023, at 9:30 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. Approval of Minutes of the July 26, 2023 Board of Supervisors Meeting
- 4. Appointment of Audit Committee
- 5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Requests No. 10-13
- 6. Other Business
- 7. Supervisors Requests and Audience Comments
- 8. Adjournment

Audit Committee Meeting

- 1. Roll Call
- 2. Public Comment Period
- 3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
- 4. Adjournment

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, **July 26, 2023** at 9:00 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum:

Tony IorioChairmanDoug BeasleyVice ChairmanShane BlantonAssistant SecretaryRocky OwenAssistant Secretary

Also present were:

George Flint District Manager, GMS

Tucker Mackie District Counsel – Kutak Rock

FIRST ORDER OF BUSINESS Roll Call

Mr. Iorio called the meeting to order, and Mr. Flint called the roll. Four 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 Public Hearing

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Opening the Public Hearing, was approved.

Mr. Flint stated that there were no members of the public present to provide comment or testimony, so he brought it back to the Board.

July 26, 2023 Hicks Ditch CDD

A. Consideration of Resolution 2023-37 Adopting Fiscal Year 2024 Budget Relating to the Annual Appropriations

Mr. Flint stated that they approved a proposed budget and set this day as the date, place and time for the public hearing. He explained that the proposed budget was an administrative budget, and it doesn't include any operational expenses. He also explained that the proposed budget contemplates that the District would enter into a Funding Agreement in lieu of imposing assessments. He noted that the budget hasn't changed since the last time that the Board saw it. They updated the actuals for the current year through the end of May. He asked for questions or comments on the budget or the resolution.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2023-37 Adopting Fiscal Year 2024 Budget Relating to the Annual Appropriations, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Iorio, seconded by Mr. Blanton, with all in favor, Closing the Public Hearing, was approved.

B. Consideration of Fiscal Year 2023/2024 Funding Agreement

Mr. Flint stated that this Funding Agreement was between the District and the developer to fund the expenses identified in the budget that the Board just approved. He noted that it was attached to this agreement and the legal description for the boundaries of the District was attached as well as Exhibit 'A' and the budget is Exhibit 'B.' He added that it was the same form of agreement that the Board has approved in the past.

On MOTION by Mr. Owen, seconded by Mr. Blanton, with all in favor, the Fiscal Year 2023/2024 Funding Agreement, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the April 26, 2023 Board of Supervisors Meeting

Mr. Flint presented the minutes of the April 26, 2023 Board of Supervisors Meeting. He asked if the Board had any comments or corrections to those minutes. The Board had no changes to the minutes.

July 26, 2023 Hicks Ditch CDD

On MOTION by Mr. Iorio, seconded by Mr. Blanton, with all in favor, the Minutes of the April 26, 2023 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Mackie had nothing to report to the Board.

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 May 31st. 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. 6-9

Mr. Flint presented the Funding Requests No. 6-9 to the Board. He stated that these funding requests were transmitted under the current year's Funding Agreement.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Funding Requests No. 6-9, were ratified.

iii. Presentation of Registered Voters- 0

Mr. Flint stated that there was current zero registered voters residing within the District.

iv. Review of Fiscal Year 2024 Meeting Schedule

Mr. Flint asked the Board to defer action on this item because they were reviewing meeting locations. It was noted that they would change the time to 9:30 a.m.

SIXTH ORDER OF BUSINESS

Other Business

July 26, 2023 Hicks Ditch CDD

Mr. Iorio updated the Board on the progress of the project. He explained that it was under construction, and it had commenced with the clearing operations and development activity.

SEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Adjournment

Mr. Flint asked for a motion of adjournment.

On MOTION by Mr. Owen, seconded by Mr. Blanton, with all in favor, the meeting was adjourned.

<u> </u>	
Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION V

SECTION C

SECTION 1

Community Development District

Unaudited Financial Reporting

September 30, 2023



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Community Development District

Combined Balance Sheet

September 30, 2023

	(General Fund	l Projects Fund	Totals mental Funds
Assets:				
Operating Account	\$	6,615	\$ -	\$ 6,615
Due from Developer	\$	5,037	\$ -	\$ 5,037
Total Assets	\$	11,652	\$ -	\$ 11,652
Liabilities:				
Accounts Payable	\$	4,213	\$ -	\$ 4,213
FICA Payable	\$	61	\$ -	\$ 61
Total Liabilites	\$	4,275	\$ -	\$ 4,275
Fund Balance:				
Capital Projects - Series 2022	\$	-	\$ -	\$ -
Unassigned	\$	7,377	\$ -	\$ 7,377
Total Fund Balances	\$	7,377	\$ -	\$ 7,377
Total Liabilities & Fund Balance	\$	11,652	\$ -	\$ 11,652

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2023

	,	Adopted	Proi	rated Budget		Actual		
		Budget	Thr	u 09/30/23	Thru	ı 09/30/23	7	/ariance
Revenues:								
Neventes.								
Developer Contributions	\$	114,178	\$	114,178	\$	55,939	\$	(58,239)
Total Revenues	\$	114,178	\$	114,178	\$	55,939	\$	(58,239)
Expenditures:								
General & Administrative:								
Supervisors Fees	\$	11,000	\$	11,000	\$	1,800	\$	9,200
FICA Espense	\$	842	\$	842	\$	138	\$	704
Engineering	\$	13,750	\$	13,750	\$	-	\$	13,750
Attorney	\$	22,917	\$	22,917	\$	13,223	\$	9,694
Management Fees	\$	34,375	\$	34,375	\$	16,094	\$	18,281
Information Technology	\$	1,650	\$	1,650	\$	1,545	\$	105
Website Maintenance	\$	2,850	\$	2,850	\$	2,780	\$	70
Telephone	\$	275	\$	275	\$	-	\$	275
Postage & Delivery	\$	917	\$	917	\$	77	\$	839
Insurance	\$	5,000	\$	5,000	\$	3,740	\$	1,260
Printing & Binding	\$	917	\$	917	\$	43	\$	874
Legal Advertising	\$	13,750	\$	13,750	\$	8,971	\$	4,779
Other Current Charges	\$	4,583	\$	4,583	\$	-	\$	4,583
Office Supplies	\$	573	\$	573	\$	1	\$	572
Travel Per Diem	\$	605	\$	605	\$	-	\$	605
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	150	\$	25
Total Expenditures	\$	114,178	\$	114,178	\$	48,562	\$	65,616
Excess Revenues (Expenditures)	\$	0			\$	7,377		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	0			\$	7,377		

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2023

	Adoj	oted	Prorate	ed Budget		Actual		
	Bud	get	Thru 0	9/30/23	Thru	09/30/23	7	/ariance
Revenues:								
Interest	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	-	\$	-	\$	-
Expenditures:								
Capital Outlay-Construction	\$	-	\$	-	\$	11,462	\$	(11,462)
Total Expenditures	\$	-	\$	-	\$	11,462	\$	(11,462)
Other Financing Sources:								
Developer Advance	\$	-	\$	-	\$	11,462	\$	(11,462)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	11,462	\$	(11,462)
Excess Revenues (Expenditures)	\$	-			\$			
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	-		

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 \$	- \$	2,235 \$	3,041 \$	8,580 \$	55,939
Total Revenues	\$ - \$	- \$	- \$	- \$	31,317 \$	3,708 \$	6,077 \$	981 \$	- \$	2,235 \$	3,041 \$	8,580 \$	55,939
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	1,200 \$	200 \$	- \$	400 \$	- \$	- \$	1,800
FICA Expense	\$ - \$	- \$	- \$	- \$	- \$	- \$	92 \$	15 \$	- \$	31 \$	- \$	- \$	138
Engineering	\$ - \$	- \$	- \$	- \$	- \$	845 \$	- \$	(845) \$	- \$	- \$	- \$	- \$	-
Attorney	\$ - \$	3,819 \$	499 \$	2,676 \$	1,263 \$	- \$	1,728 \$	422 \$	694 \$	1,765 \$	358 \$	- \$	13,223
Management Fees	\$ - \$	469 \$	1,563 \$	1,563 \$	1,563 \$	1,563 \$	1,563 \$	1,563 \$	1,563 \$	1,563 \$	1,563 \$	1,563 \$	16,094
Information Technology	\$ - \$	45 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	1,545
Website Maintenance	\$ - \$	30 \$	100 \$	1,850 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	2,780
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Postage & Delivery	\$ - \$	- \$	- \$	9 \$	- \$	58 \$	4 \$	1 \$	2 \$	1 \$	- \$	3 \$	77
Insurance	\$ - \$	- \$	- \$	3,740 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,740
Printing & Binding	\$ - \$	- \$	- \$	- \$	14 \$	16 \$	- \$	12 \$	- \$	- \$	- \$	0 \$	43
Legal Advertising	\$ - \$	- \$	1,399 \$	6,762 \$	- \$	- \$	- \$	- \$	- \$	534 \$	- \$	276 \$	8,971
Other Current Charges	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Office Supplies	\$ - \$	- \$	- \$	0 \$	- \$	0 \$	0 \$	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 \$	1,618 \$	2,509 \$	4,543 \$	2,170 \$	2,091 \$	48,562
Excess Revenues (Expenditures)	\$ - \$	(4,363) \$	(3,860) \$	(16,751) \$	28,228 \$	977 \$	1,241 \$	(637) \$	(2,509) \$	(2,308) \$	871 \$	6,489 \$	7,377

SECTION 2

Community Development District

Funding Request #10 August 15, 2023

DIII to: I LC FIIIe Meadows, LLC	Bill to:	TLC Pine Meadows, LLC
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	Payee		neral Fund FY2023
1	Governmental Management Services Invoice # 9 - Management Fees - August 2023	\$	1,812.50
2	Kutak Rock LLP Invoice # 3252954 - General Counsel - June 2023	\$	694.00
3	Orlando Sentinel Invoice # 076341543000 - Legal Advertising	\$	534.36

Total:	\$	3,040.86
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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 #: 9

Invoice Date: 8/1/23

Due Date: 8/1/23

Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - August 2023		1,562.50	1,562.50
Website Administration - August 2023		100.00	100.00
Website Administration - August 2023 Information Technology - August 2023		100.00	100.00 150.00

Total	\$1,812.50
Payments/Credits	\$0.00
Balance Due	\$1,812.50

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

July 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. 3252954 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. 3252954

29823-1

Re: General Counsel

For Professional Legal Services Rendered

06/15/23	M. Rigoni	0.10	27.50	Update development and financing status chart; attend financing status call
06/15/23	M. Rigoni	0.10	27.50	Update development and financing status chart; attend status call
06/19/23	S. Sandy	0.30	96.00	Prepare FY 2023-2024 budget documents
06/20/23	D. Wilbourn	0.80	136.00	Prepare and disseminate fiscal year budget documents
06/24/23	S. Sandy	1.00	320.00	Prepare for board meeting
06/29/23	M. Rigoni	0.20	55.00	Attend development status call; update status chart and distribute same
06/29/23	S. Sandy	0.10	32.00	Attend project status call
TOTAL HO	URS	2.60		

KUTAK ROCK LLP

Hicks Ditch CDD July 24, 2023 Client Matter No. 29823-1 Invoice No. 3252954 Page 2

TOTAL FOR SERVICES RENDERED

\$694.00

TOTAL CURRENT AMOUNT DUE

\$694.00



PO Box 8023 Willoughby, OH 44096

adbilling@tribpub.com 844-348-2445

Invoice Details

Billed Account Name: Billed Account Number: Invoice Number: Invoice Amount: Billing Period:

Due Date:

Hicks Ditch Cdd CU80154371 076341543000 \$534.36 07/10/23 - 07/16/23 08/15/23

P

INVOICE

Page 1 of 2

Invoice	Details				
Date	tronc Reference #	Description	Ad Size/ Units Rate	Gross Amount	Total
07/03/23 07/10/23	OSC76341543	Classified Listings, Online Public Hearling/Bid/Misc_Legal 7454139			534.36

RECEIVED

AUG 04 2023

				invoice Fotal:	\$534.36
Account Summ	ary	12. 1 . 12		A TOTAL STATE	1000
Current	1-30	31-60	61-90	91+	Unapplied Amount
534.36	0.00	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.



PO Box 8023 Willoughby, OH 44096

Remittance Section Billed Period:

Billed Account Name: Billed Account Number: Invoice Number:

07/10/23 - 07/16/23 Hicks Ditch Cdd CU80154371 076341543000

Return Service Requested

8850000382 PRESORT 182 1 SP 0.630 P3C1 ՈւսվոյյՈնգՈւմոկը || դեկեր||Մնունդնն-||նլենկել||

HICKS DITCH CDD BRITTANY BROOKES 219 E LIVINGSTON ST ORLANDO FL 32801-1508 For questions regarding this billing, or change of address notification, please contact Customer Care:

> Orlando Sentinel PO Box 8023 Willoughby, OH 44096

վիրկինդությերիկիկիներիկիկիկին այսի





Published Daily ORANGE County, Florida

Sold To: Hicks Ditch CDD - CU80154371 219 E Livingston St Orlando, FL 32801

Bill To: Hicks Ditch CDD - CU80154371 219 E Livingston St Orlando, FL 32801

State Of Florida County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jul 03, 2023; Jul 10, 2023.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 11 day of July, 2023, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

LEANNE ROLLING

Hotary Public - State of Florida

Commission & GG 982233

Hy Comm. Expires Apr 27, 2024

Sonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped

HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2022 BUDGET, AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

OF REGULAR HOARD OF SUPERVISURS'
MEETING.

The Board of Supervisors ("Board") of the Hicks Ditch Community Development District ("District") will hold a public hearing on July 26, 2023 at 9:00 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida 34711, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("District Managers Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (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 ald in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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.

District Manager

7/03/2023 7/10/2023 7454139

7454139



Community Development District

Funding Request #11 September 12, 2023

Bill to:	TLC Pine Meadows, LLC

	Payee	Ge	General Fund FY2023	
1	Governmental Management Services Invoice # 11 - Management Fees - September 2023	\$	1,815.30	
2	Kutak Rock LLP Invoice # 3265558 - General Counsel - July 2023	\$	1,765.00	

Total: \$ 3,580.30

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 #: 11

Invoice Date: 9/1/23 Due Date: 9/1/23

Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - September 2023		1,562.50	1,562.50
Website Administration - September 2023		100.00	100.00
Information Technology - September 2023		150.00	150.00
Office Supplies		0.12	0.12
Postage		2.53	2.53
Copies		0.15	0.15

 Total
 \$1,815.30

 Payments/Credits
 \$0.00

 Balance Due
 \$1,815.30

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

August 15, 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. 3265558 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. 3265558

29823-1

Re: General Counsel

TOTAL HOURS

For Professional Legal Services Rendered

07/03/23	M. Rigoni	2.30	632.50	Review Pine Meadows Reserve Phase 1 preliminary plat and provide comments
07/03/23	S. Sandy	0.20	64.00	Review plat and correspondence regarding same
07/13/23	M. Rigoni	0.80	220.00	Review comments to preliminary plat for Phase 1A
07/17/23	M. Rigoni	0.10	27.50	Conference with Flint regarding upcoming meeting
07/18/23	M. Rigoni	0.20	55.00	Research status of outstanding district items
07/18/23	S. Sandy	0.30	96.00	Review draft agenda and minutes
07/26/23	T. Mackie	0.60	198.00	Prepare for and attend Board meeting by phone; follow-up from meeting
07/26/23	S. Sandy	0.60	192.00	Prepare for board meeting; conduct follow-up regarding same

5.10

KUTAK ROCK LLP

Hicks Ditch CDD August 15, 2023 Client Matter No. 29823-1 Invoice No. 3265558 Page 2

TOTAL FOR SERVICES RENDERED

\$1,485.00

DISBURSEMENTS

Miscellaneous 280.00 VENDOR: HUSEBY GLOBAL

LITIGATION; INVOICE#: 799752; DATE: 7/11/2023 - Transcript of Hearing Held on

March 27, 2023

TOTAL DISBURSEMENTS 280.00

TOTAL CURRENT AMOUNT DUE \$1,765.00



Community Development District

Funding Request #12 September 18, 2023

Bill to: TLC Pine Meadows, LLC

General Fund
Payee FY2023

1 Egis Insurance & Risk Advisors

Invoice # 19211 - Insurance - Fiscal Year 2024 \$ 5,000.00

Total: \$ 5,000.00

Please make check payable to:

Hicks Ditch Community Development District

6200 Lee Vista Blvd, Suite 300 Orlando, FL 32822



Hicks Ditch Community Development District c/o Government Management Services, LLC 219 E Livingston St Orlando 32801

INVOICE

Customer	Hicks Ditch Community Development District
Acct #	1327
Date	08/29/2023
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information				
Invoice Summary	\$	5,000.00		
Payment Amount				
Payment for:	Invoice#19211			
1001231005	-			

Thank You

Please detach and return with payment

Customer: Hicks Ditch Community Development District

Invoice	Effective	ctive Transaction	Description	Amount
19211		/2023 Renew policy	Policy #1001231005 10/01/2023-07/01/2024 Florida Insurance Alliance General Liability - Renew policy Due Date: 8/29/2023	5,000.00
				Total

Received 9/15/23

5,000.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:

Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555		08/29/2023
Atlanta, GA 30374-8555	sclimer@egisadvisors.com	00/29/2023



Community Development District

Funding Request #13 October 11, 2023

	Bill to:	TLC Pine Meadows, LLC
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	Payee		neral Fund FY2023
1	Kutak Rock LLP Invoice # 3282427 - General Counsel - August 2023	\$	357.50
2	Tribune Publishing - Orlando Sentinel Invoice # 079755145000 - Legal Advertising	\$	275.68

Total: \$ 633.18

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

September 27, 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. 3282427 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. 3282427

29823-1

Re: General Counsel

For Professional Legal Services Rendered

08/02/23	M. Rigoni	1.20	330.00	Review revised Phase 1A plat
08/24/23	M. Rigoni	0.10	27.50	Update development status chart

TOTAL HOURS 1.30

TOTAL FOR SERVICES RENDERED \$357.50

TOTAL CURRENT AMOUNT DUE \$357.50

Received 9/27/23





PO Box 8023 Willoughby, OH 44096

adbilling@tribpub.com 844-348-2445

Invoice Details

Billed Account Name:
Billed Account Number:
Invoice Number:
Invoice Amount:
Billing Period:
Due Date:

Hicks Ditch Cdd CU80154371 079755145000 \$275.68 09/11/23 - 09/17/23 10/17/23

INVOICE

Page 1 of 2

Invoice Details									
Date	tronc Reference#	Description	Ad Size/ Units	Rate	Gross Amount	Total			
09/16/23	OSC79755145	Classified Listings, Online Public Hearling/Bid/Misc_Legal 7498179				275.68			

RECEIVED

OCT 06 2023

				invoice rotal.	ΦΖΙ Ό.					
Account Summary										
Current	1-30	31-60	61-90	91+	Unapplied Amount					
275.68	0.00	0.00	0.00	0.00	0.00					

Please detach and return this portion with your payment.



PO Box 8023 Willoughby, OH 44096 Remittance Section

Billed Period:
Billed Account Name:
Billed Account Number:
Invoice Number:

09/11/23 - 09/17/23 Hicks Ditch Cdd CU80154371 079755145000

Return Service Requested

1550000198 PRESORT 198 1 SP 0.630 P3C1

HICKS DITCH CDD
BRITTANY BROOKES
219 E LIVINGSTON ST
ORLANDÖ FL 32801-1508

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel PO Box 8023 Willoughby, OH 44096

հիսվիիսվիցը բերինինի և հեռևանի հիրանի անհանականին հեռանական անդարան անդարան անդարան անագարան անդարան անագարան



All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available at http://tribpub.com/ad-io-terms and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions" and collectively with the Ad Publication Terms and Conditions, the "Standard's Terms and Conditions") available at http://trlbpub.com/ad-to-terms. The Standard Terms and Conditions may be updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

As used in these invoice terms and conditions, tronc, Inc. and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services Terms and Conditions as "T1" shall be collectively referred to herein as "Publisher." The Client, as set forth on the face of this invoice, for whose benefit the Advertising Services and/or Creation and Digital Services have been provided, as defined in the Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms and Conditions as "Client," shall be collectively referred to herein as "Advertiser."

FINANCIAL RELATED TERMS

Payments and Disputes

Payment: All invoices shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or is otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 11 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or sown.

Credit: Credit privileges may be suspended on any Advertiser account that is not paid in accordance with terms or exceeds approved credit limit. For prepaid Advertiser accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts may be made by using a credit card; however, such payments must be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Advertiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

Pricing: For advertising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimate of circulation ordered plus an estimate for non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimated amount for shipment and machine spoilage. Newspaper circulation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with their advertising sales representative just prior to ordering a print run. However, Publisher shall not be responsible nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your insertion Order and the Rate Card, the Insertion Order will control.

Invoice Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed, Advertiser and the Agency shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees.

No Set-Off

Unless otherwise agreed to by all parties, neither Advertiser nor the Agency may set off against amounts due to Publisher under this invoice any amounts owed by Publisher to Advertiser or the Agency.

Taxe

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency.

Other Services

Except as stated otherwise, payments by or on behalf of Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rate Changes & Postal Changes

Publisher shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Conditions, at any time upon notice to Advertiser or the Agency of such rates. Advertiser may terminate its agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser and the Agency shall be liable for Ads published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

If the United States Postal Service implements a postage cost increase at any time, Advertiser and the Agency understand and agree that the advertising rates for Advertising Services shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

Page 2 of 2



Published Daily ORANGE County, Florida

Sold To: Hicks Ditch CDD - CU80154371 219 E Livingston St Orlando, FL 32801

Bill To: Hicks Ditch CDD - CU80154371 219 E Livingston St Orlando, FL 32801

State Of Florida County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Sep 16, 2023.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 18 day of September, 2023, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

Seane Rolling

LEADING BOLLING

Notary Public - State of Florida
Commission # GG 982233
By Comm. Exploss Apr 27, 2024
Bonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped

BOARD OF SUPERMISORS MEETING DATES
HICKS DITCH COMMUNITY DEVELOPMENT
DISTRICT FISCAL YEAR 2224
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
9:30 a.m., unless otherwise indicated as
follows:

October 25, 2023 November 22, 2023 December 27, 2023 December 27, 2023 January 24, 2024 February 29, 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 matter than the commodations at the special accommodations at 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 1-300-955-8771 (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.

District Manager Governmental Management Services – Central Florida, LLC 9/16/2023 7498179

7498179

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023

Lake County, Florida

INSTRUCTIONS TO PROPOSERS

- **SECTION** 1 DUE DATE. Sealed proposals be must received no later than Monday, November 20, 2023 5:00 p.m., at the offices of Governmental Management Services Florida, LLC, Central Attn: George Flint/ Brittany Brookes, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.
- **SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.
- **SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.
- SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic of **Proposal** Documents. other requested attachments. copy the and indicated at the time and place herein, which shall be enclosed sealed in opaque envelope. an marked with the title "Auditing - Hicks Ditch Community Development District" on the **Services** face of it.
- **SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.
- **SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

- **SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.
- **SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- **SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.
- **SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.
- **SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.
 - A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
 - B. Describe proposed staffing levels, including résumés with applicable certifications.
 - C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
 - D. The cost of the provision of the services under the proposal for Fiscal Years 2023, 2024, 2025, 2026, and 2027. The District intends to enter into five (5) separate one-year agreements
 - E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel.

(20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Proposer's Experience.

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work.

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services.

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL (100 Points)

SECTION B

HICKS DITCH COMMUNITY DEVELOPMENT DISTRCT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Hicks Ditch Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for four (4) additional annual renewals. The District is a local unit of special purpose government created under Chapter 190, *Florida Statues*, for the purpose of financing, constructing and maintaining public infrastructure. The District is located in Lake County, Florida. The District currently has an operating budget of approximately \$136,998. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 1, 2024.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal package, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: George Flint, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "Auditing Services – Hicks Ditch Community Development District."

Proposals must be received by **5:00 PM on Monday, November 20, 2023**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

District Manager Governmental Management Services – Central Florida, LLC