

LYNWOOD COMMUNITY DEVELOPMENT DISTRICT

District Office – Tampa, Florida (813) 933-5571
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.lynwoodcdd.org

Board of Supervisors
Lynwood Community
Development District

November 4, 2021

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lynwood Community Development District will be held on **Friday, November 12 2021 at 11:00 a.m.** at the offices of Lennar Homes, 4600 W. Cypress St., Tampa FL. The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors'
Meeting held on August 13, 2021..... Tab 1
 - B. Consideration of Operations & Maintenance
Expenditures for August & September 2021 Tab 2
4. **BUSINESS ITEMS**
 - A. Ratification of FY 2021-2022 EGIS Insurance Proposal..... Tab 3
 - B. Consideration of Supervisor Pay for Board Members
 - C. Consideration of Updated Pond Maintenance Proposal..... Tab 4
 - D. Establish Audit Committee
 - E. Consideration of Contractual Assignment of
RTS Contract..... Tab 5
 - F. Consideration of Updated Landscape
Maintenance Proposal (under separate cover)
 - G. Ratification of One Month Pond Maintenance for
Ponds 5 and 6 Tab 6
 - H. Ratification of One-Month Proposal to Cut Back Ornamental
Grasses Around Ponds 5 and 6..... Tab 7
5. **STAFF REPORTS**
 - A. Landscape Report..... Tab 8
 - B. District Counsel
 - C. District Engineer
 - D. District Manager Tab 9
6. **AUDIENCE COMMENTS**
7. **SUPERVISOR REQUESTS**
8. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

Debby Wallace

Debby Wallace
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

LYNWOOD COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Lynwood Community Development District was held on **Friday, August 13, 2021 at 11:00 AM** at the offices of Rizzetta & Company, 9428 Camden Field Parkway, Riverview, FL 33578.

Present and constituting a quorum were:

Kelly Evans	Chairman
Charlie Peterson	Assistant Secretary
Paulo Beckert	Assistant Secretary

Also present were:

Debby Wallace	District Manager; Rizzetta & Co.
John Vericker	District Counsel; Straley Robin Vericker <i>(via conference call)</i>

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order and roll call performed, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

No Audience was present.

THIRD ORDER OF BUSINESS

Resignation of David Jae

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors accepted the resignation of David Jae, for the Lynwood Community Development District.

FOURTH ORDER OF BUSINESS

Appointment of Charlie Peterson

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors appointed Charlie Peterson to Seat 3 for a term of 2021 through 2022, for the Lynwood Community Development District.

Ms. Wallace, a Notary Public in the State of Florida and administered Oath of Office to Mr. Peterson.

FIFTH ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Meeting held on June 11, 2021

Ms. Wallace presented the Minutes from the Board of Supervisors' meeting held June 11, 2021.

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved, as presented, the Minutes of the Board of Supervisors' meeting held on June 11, 2021, for the Lynwood Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of Operations & Maintenance Expenditures for May through June 2021

Ms. Wallace presented the May through June 2021 Operation and Maintenance Expenditures to the Board.

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors ratified the May 2021 (\$10,217.40), June 2021 (\$10,684.22) and July (\$11,762.40) Operation and Maintenance Expenditures, for the Lynwood Community Development District.

SEVENTH ORDER OF BUSINESS

Public Hearing for Final Budget for Fiscal Year 2021-2022

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors opened the Public Hearing, for the Lynwood Community Development District.

Ms. Wallace reviewed the budget with the Board. No changes were made.

No public comments.

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors closed the Public Hearing, for the Lynwood Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2021-04;
Adopting Final Budget for Fiscal Year
2021-2022**

On a motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved Resolution 2021-04; Adopting Final Budget for Fiscal Year 2021-2022, for the Lynwood Community Development District.

NINTH ORDER OF BUSINESS

**Public Hearing on Levying O&M
Assessments for Fiscal Year 2021-
2022**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors opened the Public Hearing, for the Lynwood Community Development District.

No public comments.

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors closed the Public Hearing, for the Lynwood Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-05;
Levying O&M Assessments for Fiscal
Year 2021-2022**

On a motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved Resolution 2021-05; Levying O&M Assessments for Fiscal Year 2021-2022, for the Lynwood Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-06;
Approving Meeting Schedule for
Fiscal Year 2021-2022**

On a motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved Resolution 2021-06; Approving Meeting Schedule for Fiscal Year 2021-2022, for the Lynwood Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Funding Agreement

On a motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Funding Agreement as presented, for the Lynwood Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of First Addendum for District Services

On a motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the First Addendum for District Services, for the Lynwood Community Development District.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. Landscape Report

No report.

B. District Counsel

No report.

C. District Engineer

Not present.

D. District Manager

Ms. Wallace informed the Board that the next scheduled meeting will be held on Friday, September 10, 2021 at 11:00 a.m. at the offices of Lennar, located at 4600 W. Cypress Street, Suite 300, Tampa FL 33607.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Evans provided an update on the commercial space in front of District will be a charter school for children ages 2 through 6.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board adjourned the meeting at 11:12 a.m. for the Lynwood Community Development District.

Tab 2

LYNWOOD COMMUNITY DEVELOPMENT DISTRICT

District Office - Citrus Park, Florida - (813)-933-5571
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
lynwoodcdd.org

Operation and Maintenance Expenditures August 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$14,666.98**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Lynwood Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC	001188	6446-07-21	Arbitrage Rebate	\$ 450.00
			Calculation Series 2019	
BOCC	001189	9086894852	2303 Dandelion St Rclm	\$ 77.88
		07/21	07/21	
BOCC	001198	9086894852	2303 Dandelion St Rclm	\$ 174.50
		08/21	08/21	
Fieldstone Landscaping Services	001190	11717	Irrigation Repairs 07/21	\$ 1,528.48
Fieldstone Landscaping Services	001196	11820	Landscaping Maintenance	\$ 2,468.00
			08/21	
Rizzetta & Company, Inc.	001191	INV0000060326	District Management Fees	\$ 3,850.00
			08/21	
Rizzetta Technology Services	001192	INV0000007807	Monthly Website Services	\$ 100.00
			08/21	
Sitex Aquatics	001197	5178B	Monthly Lake Maintenance	\$ 495.00
			08/21	
Straley Robin Vericker	001193	20105	Legal Services 07/21	\$ 355.50
Straley Robin Vericker	001199	20235	Legal Services 08/21	\$ 1,266.10
Tampa Bay Times	001194	0000167605	Legal Advertising 07/14/21	\$ 1,685.00
		07/14/21		
Tampa Bay Times	001194	0000167616	Legal Advertising 07/21/21	\$ 437.50
		07/21/21		
TECO	001195	211018276116	2282 NE 19th Ave	\$ 26.00
		07/21	Columns 07/21	
TECO	001195	211018542954	Subdivision on 19th Ave	\$ 1,053.27
		07/21	Lights 07/21	

Lynwood Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	001195	211018619067 07/21	2398 NE 19th Ave Sign 07/21	\$ 22.65
TECO	001195	221008015820 07/21	Lynwood Ph2 On 19th Ave Lights 07/21	<u>\$ 677.10</u>
Report Total				<u>\$ 14,666.98</u>

LYNWOOD COMMUNITY DEVELOPMENT DISTRICT

District Office - Citrus Park, Florida - (813)-933-5571

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
lynwoodcdd.org

Operation and Maintenance Expenditures September 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,176.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Lynwood Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Egis Insurance Advisors, LLC	001205	14028	Policy 100120409 10/01/21-10/01/22	\$ 6,766.00
Fieldstone Landscaping Services	001200	12192	Irrigation Repairs 08/21	\$ 1,177.16
Fieldstone Landscaping Services	001206	12264	Landscaping Maintenance 09/21	\$ 2,468.00
Rizzetta & Company, Inc.	001201	INV0000061126	District Management Fees 09/21	\$ 3,850.00
Rizzetta Technology Services	001202	INV0000007899	Monthly Website Services 09/21	\$ 100.00
Sitex Aquatics	001207	5287B	Monthly Lake Maintenance 09/21	\$ 495.00
Tampa Bay Times	001208	0000182670	Legal Advertising 09/15/21	\$ 488.50
TECO	001203	211018276116	2282 NE 19th Ave Columns 08/21	\$ 27.63
TECO	001203	211018542954	Subdivision on 19th Ave Lights 08/21	\$ 1,059.54
TECO	001203	211018619067	2398 NE 19th Ave Sign 08/21	\$ 22.96
TECO	001203	221008015820	Lynwood Ph2 On 19th Ave Lights 08/21	\$ 681.14
US Bank	001204	6240264	Trustee Fees Series 2019 08/01/21-07/31/22	\$ 4,040.63
Report Total				<u>\$ 21,176.56</u>

Tab 4

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Country Lynnwood CDD hereafter called "customer"

Customer: Lynwood CDD
C/O: Rizzetta & company
Contact: Mrs. Debby Bayne-Wallace
Address: 12750 Citrus Park Lane, suite 115 Tampa, FL 33635
Email: DWallace@rizzetta.com
Phone: 813.933.5571

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

Six(6) Waterways located in the Lynwood community in Apollo Beach, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-construction Trash | Included |

Service shall consist of Twelve (12) treatments a year as needed

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 10/01/21 thru 10/01/22.
Agreement will automatically renew as per Term and Conditions:

Monthly Lake Service Amount: \$585.00
Total Annual Maintenance Cost: \$7,020.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Joseph T. Craig

09/21/2021

Accepted By

Date

Submitted by: Joe Craig
President

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

LYNNWOOD CDD

5059 White Chicory Dr
Apollo Beach, FL 33572
6 Ponds

Legend

Wolf Branch

Amaryllis Garden St

Wolf Branch

Rainwood Meadows Dr

White Chicory Dr

Dandelion St

A Quality Plant

Lennar at Lynwood

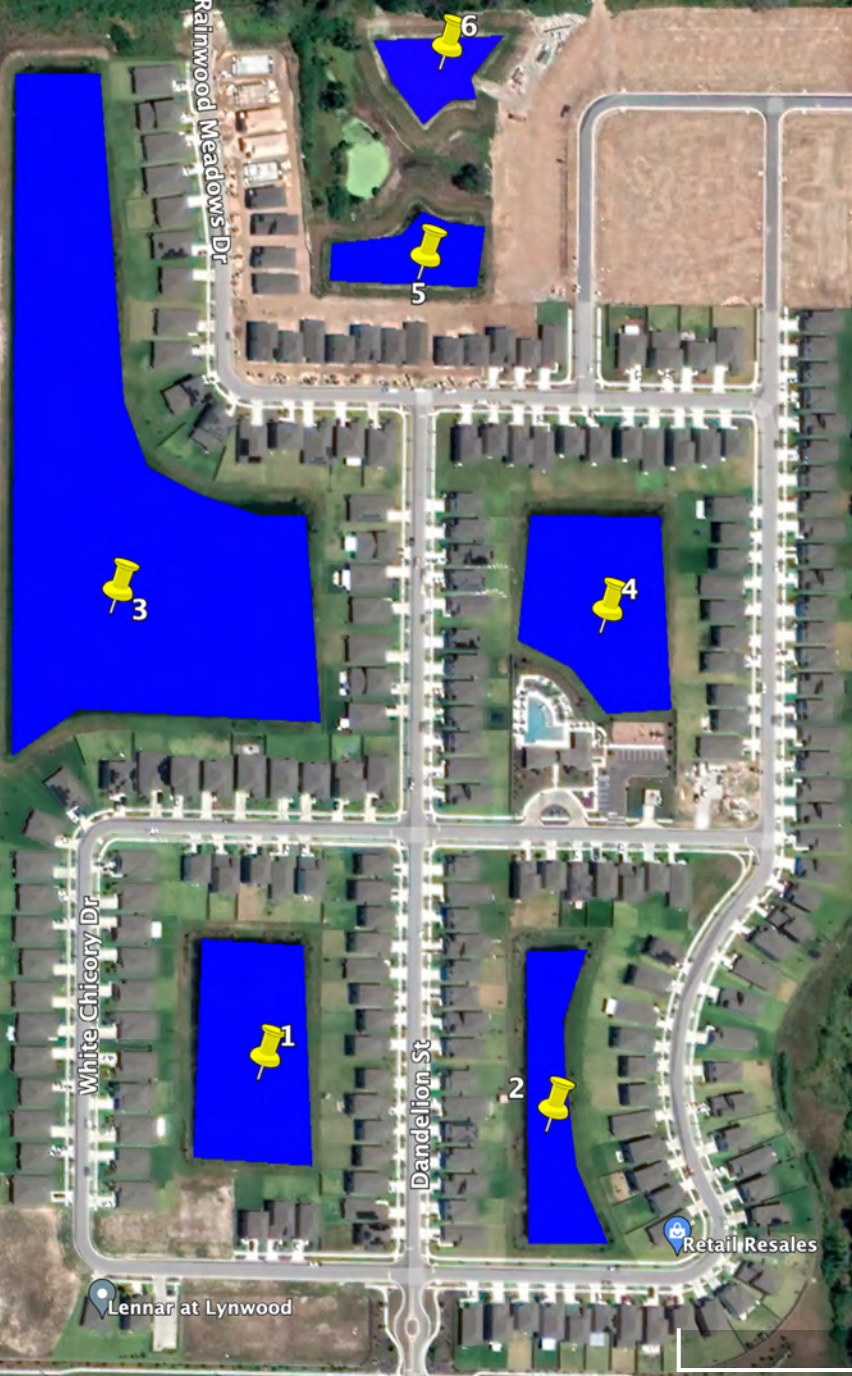
Retail Resales



1000 ft

Google Earth

Image © 2021 Maxar Technologies



Tab 5

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY
AND BETWEEN LYNWOOD COMMUNITY DEVELOPMENT DISTRICT AND
RIZZETTA TECHNOLOGY SERVICES, LLC. TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 12th day of November, 2021 by and between, Rizzetta Technology Services, LLC. Whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Lynwood Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County Florida, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Professional Technology Services contract*, dated August 9, 2019, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

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 District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Lynwood Community Development District
9428 Camden Field Parkway
Riverview, Florida 33578
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: District Counsel

B. If to Assignee: Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

5. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Lynwood Community Development District

By: _____
Print Name: _____
Its: Chairman or Vice-Chairman

Assignor: Rizzetta Technology Services, LLC.

By: William J. Rizzetta
Print Name: William J. Rizzetta
Its: President

Assignee: Rizzetta & Company, Inc.

By: William J. Rizzetta
Print Name: William J. Rizzetta
Its: President



Rizzetta & Company