

# LYNWOOD COMMUNITY DEVELOPMENT DISTRICT

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

**Board of Supervisors  
Lynwood Community  
Development District**

June 2, 2022

## AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lynwood Community Development District will be held on **Friday, June 10, 2022 at 11:00 a.m.** at the Offices of Lennar Homes, 4301 W Boy Scout Blvd., Suite 600, Tampa FL 33607. 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 Audit Committee  
Meeting held on May 10, 2022 ..... Tab 1
  - B. Consideration of Minutes of Board of Supervisors'  
Meeting held on May 10, 2022 ..... Tab 2
  - C. Consideration of Operations & Maintenance  
Expenditures for April 2022 ..... Tab 3
- 4. BUSINESS ITEMS**
  - A. Consideration of Pond Mitigation Maintenance Proposal ..... Tab 4
  - B. Consideration of Landscape Maintenance Addendum ..... Tab 5
  - C. Consideration of Conveying Phase 3A & 3B to the District ... Tab 6
  - D. Presentation of Stormwater Needs Analysis Report..... Tab 7
  - E. Consideration of Resolution 2022-02; Setting Landowner  
Election..... Tab 8
- 5. STAFF REPORTS**
  - A. Landscape Update
  - 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 audit committee meeting of the Lynwood Community Development District was held on **Friday, May 13, 2022 at 11:00 a.m.** at the offices of Lennar Homes, 4301 W. Boy Scout Blvd., Suite 600, Tampa FL 33607.

Present and constituting a quorum were:

Kelly Evans	<b>Committee Member</b>
Lori Campagna	<b>Committee Member</b>
Paulo Beckert	<b>Committee Member</b>

Also present were:

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

Audience	<b>None</b>
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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**

**Consideration of Proposals for  
Auditing Services**

Berger, Toombs, Elam, Gaines & Frank received the highest total score of 300 points and was ranked number one (1) proposer. Grau & Associates was ranked number two (2) with 285 points.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Audit Committee unanimously recommended Berger, Toombs, Elam, Gaines & Frank to the Lynwood CDD Board of Supervisors as the highest ranked proposer for auditing services, for the Lynwood Community Development District.
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**THIRD ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors adjourned the meeting at 11:04 a.m. for the Lynwood Community Development District.

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

\_\_\_\_\_  
Chair / Vice Chair

## **Tab 2**

**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, May 13, 2022 at 11:05 a.m.** at the offices of Lennar Homes, 4301 W. Boy Scout Blvd., Suite 600, Tampa FL 33607.

Present and constituting a quorum were:

Kelly Evans	<b>Chairman</b>
Lori Campagna	<b>Assistant Secretary</b>
Paulo Beckert	<b>Assistant Secretary</b>

Also present were:

Debby Wallace	<b>District Manager; Rizzetta &amp; Co.</b>
John Vericker	<b>District Counsel; Straley Robin Vericker</b> <i>(via conference call)</i>
Eric Lewis	<b>Representative, Fieldstone</b>
Audience	<b>None</b>

**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**

**Consideration of Minutes of Board of Supervisors' Meeting held on April 8, 2022**

Ms. Wallace presented the Minutes from the Board of Supervisors' meeting held April 8, 2022.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved, as presented, the Minutes of the Board of Supervisors' meeting held on April 8, 2022, for the Lynwood Community Development District.

**FOURTH ORDER OF BUSINESS**

**Ratification of Operations &  
Maintenance Expenditures for March  
2022**

Ms. Wallace presented the March 2022 Operation and Maintenance Expenditures to the Board.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors ratified the March 2022 (\$11,782.61) Operation and Maintenance Expenditures, for the Lynwood Community Development District.

**FIFTH ORDER OF BUSINESS**

**Recommendation from Audit  
Committee for Auditing Services**

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved the Audit Committee recommendation to select Berger, Toombs for auditing services and authorized Staff and Chairman to negotiate the contract and Chairman to sign engagement letter, for the Lynwood Community Development District.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Fiscal Year 2021 Audit**

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors accepted the Fiscal Year 2021 Audit, for the Lynwood Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Acceptance of Grant of Easements**

The Board requested the District Engineer to complete audit to make sure all has been conveyed up to Phase 3B.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors accepted the Grant of Easements, for the Lynwood Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of RFQ for District  
Engineer**

The Board ranked the qualifications for Halff and JMT. The ranked JMT as the highest ranked qualifier for District Engineering services.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors ranked JMT as the highest ranked qualifier for District Engineering services and authorized Staff and Chairman to negotiate the contract and Chairman to sign, for the Lynwood Community Development District.

**NINTH ORDER OF BUSINESS**

**Presentation of Registered Voter  
Count**

Ms. Wallace stated Hillsborough County Supervisor of Elections registered voter count as of April 15, 2022 is 344.

**TENTH ORDER OF BUSINESS**

**Consideration of Conservation and  
Natura Area Policy**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Conservation and Natural Area Policy, for the Lynwood Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Landscape Report**

Mr. Lewis will provide a proposal for 2 mitigation ponds around the bridge and roundabout.

**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, June 10, 2022 at 11:00 a.m. at the offices of Lennar, located at 4301 W. Boy Scout Blvd., Suite 600, Tampa FL 33607.

**TWELFTH ORDER OF BUSINESS**

**Supervisor Requests**

No supervisor requests.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board adjourned the meeting at 11:28 a.m. for the Lynwood Community Development District.

Assistant Secretary

Chair / Vice Chair



## **Tab 3**

# LYNWOOD COMMUNITY DEVELOPMENT DISTRICT

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

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

[lynwoodcdd.org](http://lynwoodcdd.org)

## **Operation and Maintenance Expenditures**

**April 2022**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2022 through April 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$13,071.57**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Lynwood Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BOCC	1278	9086894852 3/22	2303 Dandelion St Rclm 03/22	\$ 47.69
Fieldstone Landscaping Services	1286	15374	Landscaping Maintenance 04/22	\$ 2,468.00
Fieldstone Landscaping Services	1286	15375	Pond Landscaping 04/22	\$ 492.87
Kelly Evans	1284	KE040822	BOS Supervisor Pay Meeting 04/08/22	\$ 200.00
Lori Campagna	1283	LC040822	BOS Supervisor Pay Meeting 04/08/22	\$ 200.00
Paulo Beckert	1285	PB040822	BOS Supervisor Pay Meeting 04/08/22	\$ 200.00
Rizzetta & Company, Inc.	1279	INV0000067070	District Management Fees 04/22	\$ 4,027.00
Sitex Aquatics	1287	5997B	Monthly Lake Maintenance 04/22	\$ 495.00
Straley Robin Vericker	1280	21231	Legal Services 03/21	\$ 1,340.00
Tampa Bay Times	1281	0000216690 03/23/22	Legal Advertising 03/23/22	\$ 395.00
Tampa Bay Times	1281	0000216699 03/23/22	Legal Advertising 03/23/22	\$ 709.50
TECO	1282	211018276116 3/22	2282 NE 19th Ave Columns 03/22	\$ 34.55

## Lynwood Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	1282	211018542954 3/22	Subdivision on 19th Ave Lights 03/22	\$ 1,262.76
TECO	1282	211018619067 3/22	2398 NE 19th Ave Sign 03/22	\$ 26.64
TECO	1282	221008015820 3/22	Lynwood Ph2 On 19th Ave Lights 03/22	\$ 811.78
TECO	1282	221008163679 3/22	Lynwood Ph3 On 19th Ave Lights 03/22	\$ <u>360.78</u>
<b>Report Total</b>				<b>\$ <u>13,071.57</u></b>

## Tab 4

# Aquatic Management Agreement

*This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Lynwood 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) Ponds & Two (2) Mitigation sites (15acres) located at 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 06/01/22 thru 06/01/23 Agreement will automatically renew as per Term and Conditions:*

Total Monthly Service Amount: \$840.00  
Total Annual Maintenance Cost: \$10,080.00

*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*

*05/16/2022*

Accepted By

Date

President, Sitex Aquatics Ilc.

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.

# LYNWOOD CDD

5059 WHITE CHICORY DR  
APOLLO BEACH, FL 33572  
6 PONDS  
2 MITIGATION SITES





## **Tab 5**

# **Lynwood CDD Landscape Management Contract Phase III Addendum**



# Summary of Services & Pricing



## Addendum includes the following areas:

- Two pond banks behind Amaryllis Garden
- Area highlighted in yellow on attached map (bridge area). Contractor to maintain up to bushes along strip behind homes. Contractor will maintain areas around the bridge that are already being mowed
- The roundabout top right corner of map
- Swale behind homes to the north

## Landscape Maintenance

- (42) Services
- Weekly service March - October
- Bi-weekly service November - February
- Trash & debris removal
- Mow & line-trim all turf areas
- Hard edge turf along hard-surface edges
- Soft edge turf along landscape beds/trees
- Blow off hard-surfaces
- Hand-Pull visible weeds
- Chemically treat landscape beds, tree rings, & hard-surfaces
- Trim plants, shrubs, & ornamentals under 10'
- Street & Sidewalk Tree Clearance to 10' minimum
- Clippings, debris, & trash removal
- Fieldstone Supervisor inspection

## Fertilization & Pest Control

- (12) Services
- Shrub Fertilization (2) per year
- St Augustine Fertilization (4) per year
- Integrated Pest Management (6) per year
- Visual Inspections completed during IPM Services

## Irrigation Inspections

- (12) Inspections
- Run & Inspect Zones
- Adjust Irrigation Heads to ensure proper coverage
- Remove debris from Nozzles
- Visual inspection for dry spots, broken heads, leaks, and/or staining
- Monthly Irrigation Repair Allowance \$500.00

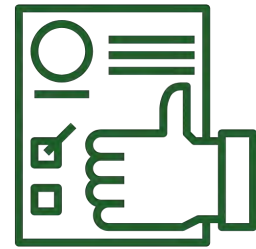
## Addendum Price

Month: \$1,500.00  
Annual: \$18,000.00



FIELDSTONE

# Terms & Conditions



## Terms

This Agreement is made and entered into by and between **Fieldstone Landscape Services, LLC** (Contractor), and **Lynwood Community Development District** (Client). Client desires to hire Contractor to provide Landscape Management Services at the highest possible standard given the individual condition of the Client's landscape and the nature of the Florida climate. Contractor and Client enter into this Agreement subject to the Terms and Conditions outlined in this Agreement.

## Insurance

- Contractor will maintain liability amounts and worker's compensation coverage required by law on all employees and requires same by any sub-contractors.
- Contractor will obtain any licenses and/or permits required by law for activities on Client's property.
- Contractor shall maintain at own expense such insurance as will protect Contractor from claims under Workman's Compensation and public liability, property damage and other such insurance in the following amounts:

### General Liability

General Aggregate	\$2,000,000
Products-Comp/Op Agg.	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expense	\$10,000

### Automobile Liability

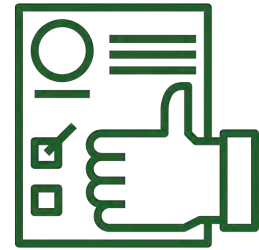
Combined Single Limit	\$1,000,000
Umbrella Liability	\$3,000,000
Each Occurrence	\$3,000,000
Aggregate	

- Prior to commencing work, Contractor shall execute Certificate of Insurance forms and file a copy of the same with Client.



FIELDSTONE

# Terms & Conditions



## Term & Renewal

- Agreement shall remain in force for a period of one (1) year effective June 1, 2022.
- If, upon expiration of this Agreement, a new Agreement has not been executed by both parties, this Agreement shall auto renew at the annual fees stated with the addition of a 3% cost of living increase.

## Termination

- If Client fails to make payment for a period of (45) days, Contractor may terminate Agreement and recover from Client payment for all work performed.
- Client may terminate Agreement upon (30) days written notice.

## Payments & Invoicing

- Payment Terms are Net 30.
- Monthly Invoices will be issued on the 1st day of the month, for all Services to be performed for that month.
- Client shall agree to pay interest in the amount of 1.5% per month on all accounts not received within (45) days past due. Further, Client shall be responsible for any Collection Costs and Attorney Fees incurred by Fieldstone Landscape Services LLC., in collection of sums past due under this Agreement.



FIELDSTONE

# Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below each signature.

**Contractor:**

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**Signature**

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**Name**

---

**Date**

**Client:**

---

**Signature**

---

**Name**

---

**Date**



**FIELDSTONE**











## Tab 6

Consideration; \$10.00  
Documentary Stamp Tax: \$0.70

**Prepared by and  
when recorded return to:**  
Dana Crosby Collier, Esq.  
Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, Florida 33606

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made as of the 31 day of May, 2022, by **CalAtlantic Group, Inc.**, a Delaware corporation ("**Grantor**"), whose address is 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607, in favor of **Lynwood Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes ("**Grantee**"), whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida (the "**Property**"):

Tract A, Tract B, and Tract C of Leisey Subdivision Phase 3A, according to the plat thereof, as recorded at Plat Book 139, Page 270, of the public records of Hillsborough County, Florida

**TOGETHER WITH:**

Tract A, Tract B, and Tract C of Leisey Subdivision Phase 3B, according to the plat thereof, as recorded at Plat Book 140, Page 190, of the public records of Hillsborough County, Florida.

**TOGETHER**, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon. This Property consists of governmental common area tracts.

**TO HAVE AND TO HOLD** the Property, unto Grantee, its successors and assigns, in fee simple forever.

This conveyance is made subject to and except for the following, which shall be binding upon Grantee and its successors and assigns: (a) taxes and covenants for the current year and subsequent years; (b) governmental requirements and restrictions; (c) easements, covenants, conditions, restrictions and other matters of record.

Subject to the matters noted in this Deed, Grantor hereby warrants title to the Property; the Property is free from all liens and encumbrances made by Grantor; and Grantor will warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but not against the claims of any others.

THIS IS A CONVEYANCE OF PROPERTY BY GRANTOR, A DEVELOPER, TO THE GRANTEE, A COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this deed as of the date first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]

(Witness 1 - Signature)

Kelly Evans

(Witness 1 - Printed Name)

[Signature]

(Witness 2 - Signature)

Michael Holloway

(Witness 2 - Printed Name)

CalAtlantic Group, Inc.  
a Delaware corporation

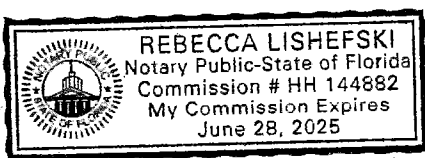
By: [Signature]  
Its: PARKER HIRONS  
Vice President

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 31, 2022, by Parker Hirons as VP of CalAtlantic Group, Inc., a Delaware corporation, on behalf of the company, who is personally known to me and has appeared before me or has produced \_\_\_\_\_ as identification.

Rebecca Lishefski

[Notary Seal]



Notary Public

Rebecca Lishefski

Name typed, printed or stamped

My Commission Expires: June 28, 2022

## **Tab 8**

## RESOLUTION 2022-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LYNWOOD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING FOR THE PURPOSE OF ELECTING THREE MEMBERS OF THE BOARD; PROVIDING FOR PUBLICATION; PROVIDING SAMPLE NOTICE, INSTRUCTIONS, PROXY, AND BALLOTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District was established on March 13, 2019 by Ordinance No. 19-2 of the Hillsborough County Board of County Commissioners;

**WHEREAS**, the Board of Supervisors of the District (the “**Board**”) previously amended the terms of office for Board seats to align with the general elections held in November during even years;

**WHEREAS**, the terms for Board seats **1, 2 and 3** are set to expire in November 2022; and

**WHEREAS**, the District is statutorily required to announce a meeting of the landowners of the District for the purpose of electing three members of the Board.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

**Section 1.** In accordance with Section 190.006(2)(b), Florida Statutes the landowners’ meeting to elect three members of the Board, to Board seats **1, 2 and 3**, will be held on Tuesday November 1, 2022, at 11:00 a.m. at 4301 W. Boy Scout Blvd., Suite 600, Tampa, Florida 33607.

**Section 2.** The District’s Secretary is hereby directed to publish notice of this landowners’ meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

**Section 3.** Pursuant to Section 190.006(2)(b), Florida Statutes, a sample notice of landowners’ meeting and election, instructions on how all landowners may participate in the election, a sample proxy, and sample ballot forms are attached hereto as **Exhibit A**. Copies of such documents can be obtained from the District Manager’s office.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**Passed and Adopted on June 10, 2022.**

**Attest:**

**Lynwood Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

**Notice of Landowners' Meeting and Election and  
Meeting of the Board of Supervisors of the  
Lynwood Community Development District**

Notice is hereby given to the public and all landowners within the Lynwood Community Development District (the **"District"**), comprised of approximately 89.16 acres in Hillsborough County, Florida, advising that a landowners' meeting will be held for the purpose of electing three members of the Board of Supervisors of the District. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

Date: Tuesday November 1, 2022  
Time: 10:30 a.m.  
Place: 4301 W. Boy Scout Blvd., Suite 600  
Tampa, Florida 33607

Each landowner may vote in person or authorize a proxy holder to vote in person on their behalf. Proxy forms and instructions relating to landowners' meeting may be obtained upon request at the office of the District Manager located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614. A copy of the agenda for these meetings may be obtained from the District Manager at the above address.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. There may be an occasion where one or more supervisors will participate by telephone.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to contact the District Manager at [dbwallace@rizzetta.com](mailto:dbwallace@rizzetta.com), at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Manager.

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

Debby Wallace, District Manager  
*Run Date(s):* \_\_\_\_\_

**Instructions Relating to Landowners' Meeting  
of the Lynwood Community Development District  
for the Election of Members of the Board of Supervisors**

**Date:** Tuesday November 1, 2022  
**Time:** 11:00 a.m.  
**Location:** 4301 W. Boy Scout Blvd., Suite 600  
Tampa, Florida 33607

Pursuant to Chapter 190, Florida Statutes, and after a community development district (“**District**”) has been established and the landowners have held their initial election, there shall be subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors of the District (“**Board**”) every 2 years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner within the District may vote in person at the landowners’ meeting or the landowner may nominate a proxy holder to vote in person at the meeting in place of the landowner. Landowners or proxy holders need to bring a government issued ID for verification purposes.

Whether in person or by proxy, each landowner shall be entitled to cast 1 vote per un-platted acre of land owned by him or her and located within the District, for each seat on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as 1 acre, entitling the landowner to 1 vote with respect thereto. Please note that a particular parcel of real property is entitled to only 1 vote for each eligible acre of land or fraction thereof; therefore, 2 or more people who own real property in common, that is 1 acre or less, are together entitled to only 1 vote for that real property. Platted lots shall be counted individually and entitled to 1 vote. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Mailed in ballots or proxies are not accepted because the landowners or proxy holders nominate candidates first for each seat in the election and then the ballots are casted. Furthermore, the District does not have the ability to verify the signatures of mailed in ballots or request clarification if there is an issue with any ballot or proxy.

This year, three seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes will receive a 4-year term and the one candidate receiving the next highest number of votes will receive a 2-year term. The term of office for each successful candidate shall commence upon election on November 1, 2022.

A proxy is available upon request. To be valid, each proxy must be signed by 1 of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than 1 vote, each property must be listed and the number of un-platted acres of each property must be included. The signature on a proxy does not need to be notarized. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.



# Landowner Proxy

## Lynwood Community Development District Landowners' Meeting – November 1, 2022

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Lynwood Community Development District to be held at 4301 W. Boy Scout Blvd., Suite 600, Tampa, Florida 33607, on November 1, 2022, at 11:00 a.m., and at any adjournments thereof, according to the number of un-platted acres of land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

Address/Legal/or Parcel ID #	# of Un-platted Acreage/ or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

*[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

**Total Number of Authorized Votes:** \_\_\_\_\_

### NOTES:

1. Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as 1 acre entitling the landowner to 1 vote with respect thereto.
2. 2 or more persons who own real property in common that is 1 acre or less are together entitled to only 1 vote for that real property.
3. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).
4. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

# Official Ballot for Landowners

## Lynwood Community Development District

**Landowners' Meeting – November 1, 2022**

**(Election of Three Supervisors)**

The undersigned certifies that he/she/it is a fee simple owner of land located within the Lynwood Community Development District and described as follows:

Address/Legal/or Parcel ID #	# of Un-platted Acreage/ or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

*[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

**Total Number of Authorized Votes:** \_\_\_\_\_

I do cast my votes as a Landowner as follows:

	Name of Candidate	Number of Votes
<b>Seat 1</b>	_____	_____
<b>Seat 2</b>	_____	_____
<b>Seat 3</b>	_____	_____

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# Official Ballot for Proxy Holders

## Lynwood Community Development District

**Landowners' Meeting – November 1, 2022**

**(Election of Three Supervisors)**

The undersigned certifies that he/she/it is the proxy holder for fee simple owners of land located within the Lynwood Community Development District and described in the attached proxies.

*Information in the dotted line below is to be filled out by District Staff prior to being returned to the proxy holder for casting the ballot:*

-----  
Total Number of Proxies \_\_\_\_\_

Total Number of Un-platted Acreage \_\_\_\_\_

Total Number of Platted Lots \_\_\_\_\_

Total Number of Authorized Votes \_\_\_\_\_  
-----

I do cast my votes, in my capacity as a proxy holder for certain Landowners, as follows:

	<b>Name of Candidate</b>	<b>Number of Votes</b>
<b>Seat 1</b>	_____	_____
<b>Seat 2</b>	_____	_____
<b>Seat 3</b>	_____	_____

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_