

# 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**

July 6, 2023

## AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lynwood Community Development District will be held on **Friday, July 14, 2023 at 11:00 a.m.** at the Hilton Garden Inn, 4328 Garden Vista Drive, Riverview, FL 33578. 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 May 12, 2023..... Tab 1
  - B.** Consideration of Operations & Maintenance Expenditures for April & May 2023..... Tab 2
- 4. BUSINESS ITEMS**
  - A.** Public Hearing on Adopting FY 2023-2024 Budget
    - i.** Consideration of Resolution 2023-06; Adopting Fiscal Year 2023-2024 Budget..... Tab 3
  - B.** Public Hearing on Adopting Levying of Assessments for Fiscal Year 2023-2024
    - i.** Consideration of Resolution 2023-07; Adopting Levy of Special Assessments ..... Tab 4
  - C.** Consideration of Resolution 2023-08; Setting Fiscal Year 2023-2024 Meeting Schedule..... Tab 5
  - D.** Consideration of Resolution 2023-09; Re-Designating Secretary ..... Tab 6
- 5. STAFF REPORTS**
  - A.** Landscape Update ..... Tab 7
  - B.** District Counsel
  - C.** District Engineer
    - i.** Consideration of Labor Rates for July 1, 2023 through December 31, 2023 ..... Tab 8
  - D.** District Manager ..... Tab 9
- 6. SUPERVISOR REQUESTS**
- 7. 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  
Regional 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, May 12, 2023 at 11:02 a.m.** at the offices of Rizzetta & Company, Inc., located at 2700 S. Falkenburg Road Suite 2745, Riverview, Florida 33578.

Present and constituting a quorum were:

Kelly Evans	<b>Chair</b>
Debra Goode	<b>Vice-Chair</b>
Lori Campagna	<b>Assistant Secretary</b>
Juan Gomez	<b>Assistant Secretary</b>
Tammie Murphey	<b>Assistant Secretary</b>

Also present were:

Debby Wallace	<b>District Manager; Rizzetta &amp; Co.</b>
Casey Hopkinson	<b>District Counsel; Straley Robin Vericker</b>
Shane Wumkes	<b>Representative, Fieldstone Landscape</b>

Audience	<b>Present</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 comments.

### THIRD ORDER OF BUSINESS

### Consideration of Minutes of Board of Supervisors' Meeting held on April 14, 2023

Ms. Wallace presented the Minutes from the Board of Supervisors' meeting held on April 14, 2023.

On a Motion by Ms. Evans, seconded by Ms. Goode, with all in favor, the Board of Supervisors approved, as presented, the Minutes of the Board of Supervisors' meeting held on April 14, 2023, for the Lynwood Community Development District.

**FOURTH ORDER OF BUSINESS**

**Ratification of Operations &  
Maintenance Expenditures for March  
2023**

Ms. Wallace presented the March 2023 Operation and Maintenance Expenditures to the Board.

On a Motion by Ms. Evans, seconded by Ms. Goode, with all in favor, the Board of Supervisors ratified the March 2023 (\$17,080.68) Operation and Maintenance Expenditures, for the Lynwood Community Development District.

**FIFTH ORDER OF BUSINESS**

**Presentation of Registered Voter Count**

Ms. Wallace stated the Hillsborough County registered voter count is 486 as of April 15, 2023.

**SIXTH ORDER OF BUSINESS**

**Consideration of Sitex Midge Fly  
Treatment Proposal**

On a Motion by Ms. Evans, seconded by Ms. Goode, with all in favor, the Board of Supervisors approved the Sitex Midge Fly Treatment Proposal in the amount of \$6,300.00 for six (6) monthly treatments (May-October) for the Lynwood Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Stop Sign  
Replacement Proposal**

Following a brief discussion, the Board opted to not approve the proposal.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-05;  
Approving Fiscal Year 2023-2024  
Proposed Budget & Setting Public  
Hearing**

Ms. Wallace reviewed the Fiscal Year 2023-2024 proposed budget. She also updated the Board on recent irrigation leak issues, noting that District Engineer has reviewed the reclaimed water pipes going to the pond plants. The Board asked Fieldstone to cap pipes and review any other irrigation pipes going to pond plants that run through easement areas.

It was decided to add an additional \$25,000 to the budget under miscellaneous contingencies, bringing the new total to \$382,771 plus \$20,000 in the Reserve Fund Budget for a total of \$402,771.

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved Resolution 2023-05; Approving Fiscal Year 2023-2024 Proposed Budget & Setting Public Hearing for July 14, 2023, at 11:00 a.m. at the Hilton Garden Inn, located at 4328 Garden Vista Drive, Riverview, FL 33578, for the Lynwood Community Development District.

## **NINTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Landscape Update**

Ms. Goode provided the landscape update.

##### **i. Landscape Proposals**

Ms. Wallace presented proposals for mulch installation at the entrance only, installation of sod and irrigation at the entrance, and the removal of two dead Oaks at Amaryllis Park. The following Board actions were taken:

On a Motion by Ms. Goode, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved the Fieldstone proposal to install mulch at the main entrance with a not-to-exceed amount of \$6,500, for the Lynwood Community Development District.

On a Motion by Ms. Evans, seconded by Ms. Goode, with all in favor, the Board of Supervisors approved the Fieldstone proposal to install sod and irrigation at the main entrance in the amount of \$1,878.65, for the Lynwood Community Development District.

On a Motion by Ms. Evans, seconded by Ms. Goode, with all in favor, the Board of Supervisors approved the removal of two dead oaks at Amaryllis Park with a not-to-exceed amount of \$400, for the Lynwood Community Development District.

#### **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 9, 2023 at 11:00 a.m. at the offices of Rizzetta & Company located at 2700 S. Falkenburg Road Suite 2745, Riverview, FL 33578.

Ms. Wallace stated that the 1<sup>st</sup> quarterly (1/2023) Compliance Report was received from Campus Suites for website compliance.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

No Supervisors requests were put forward.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Goode, seconded by Ms. Campagna, with all in favor, the Board adjourned the meeting at 11:59 a.m. for the Lynwood Community Development District.

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

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

## **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

**April 2023**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$ 30,536.92**

### Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

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

Assistant Secretary

**Lynwood Community Development District**

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Debra K Goode	100101	DG041423	Board of Supervisor Meeting 04/14/23	\$ 200.00
Fieldstone Landscape Services	100106	19495	Irrigation Repairs 03/23	\$ 5,528.39
Fieldstone Landscape Services	100106	19560	Landscape Maintenance 04/23	\$ 4,460.87
Fieldstone Landscape Services	100106	19647	Landscape Enhancements 04/23	\$ 9,938.94
Juan Gomez	100102	JG041423	Board of Supervisor Meeting 04/14/23	\$ 200.00
Kelly Evans	100103	KE041423	Board of Supervisor Meeting 04/14/23	\$ 200.00
Lori Campagna	100104	LC041423	Board of Supervisor Meeting 04/14/23	\$ 200.00
Rizzetta & Company, Inc.	100098	INV0000078850	District Management Fees 04/23	\$ 4,184.11
Sitex Aquatics, LLC	100107	7629	Monthly Lake Maintenance 04/23	\$ 840.00
Straley Robin Vericker	100099	22953	Legal Services 03/23	\$ 1,895.50

**Lynwood Community Development District**

Paid Operation & Maintenance Expenditures

April 1, 2023 Through April 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tammie Murphy	100105	TM041423	Board of Supervisor Meeting 04/14/23	\$ 200.00
TECO	100100	TECO Summary 477 03/23	TECO Summary 03/23	<u>\$ 2,689.11</u>
<b>Total</b>				<b><u><u>\$ 30,536.92</u></u></b>

Blank Tab

# 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

May 2023

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$ 18,002.14**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

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

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

**Lynwood Community Development District**

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Debra K Goode	100115	DG051223	Board of Supervisor Meeting 05/12/23	\$ 200.00
Fieldstone Landscape Services	100111	19659	Irrigation Repairs 04/23	\$ 1,637.00
Fieldstone Landscape Services	100120	19730	Landscape Maintenance 05/23	\$ 4,460.86
Hillsborough County BOCC	100109	9086894852	2303 Dandelion St Rclm 04/23	\$ 180.67
Juan Gomez	100116	JG051223	Board of Supervisor Meeting 05/12/23	\$ 200.00
Kelly Evans	100117	KE051223	Board of Supervisor Meeting 05/12/23	\$ 200.00
Lori Campagna	100118	LC051223	Board of Supervisor Meeting 05/12/23	\$ 200.00
Paulo Beckert	100113	PB041423	Board of Supervisor Meeting 04/14/23	\$ 200.00
Paulo Beckert	100119	PB051223	Board of Supervisor Meeting 05/12/23	\$ 200.00
Rizzetta & Company, Inc.	100108	INV0000079675	District Management Fees 05/23	\$ 4,184.11

**Lynwood Community Development District**

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sitex Aquatics, LLC	100121	7342	Monthly Lake Maintenance 04/23	\$ 840.00
Straley Robin Vericker	100114	23046	Legal Services 04/23	\$ 1,477.70
TECO	100110	221008593248 04/23	5524 Rainwood Meadow Dr 3B Solar 04/23	\$ 656.19
TECO	100122	221008593248 05/23	5524 Rainwood Meadow Dr 3B Solar 05/23	\$ 656.19
TECO	100112	TECO Summary 477 04/23	TECO Summary 04/23	<u>\$ 2,709.42</u>
<b>Total</b>				<b><u>\$ 18,002.14</u></b>

## **Tab 3**



## RESOLUTION 2023-06

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LYNWOOD COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors (“**Board**”) of the Lynwood Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **Section 1. Budget**

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2022-2023 and/or revised projections for fiscal year 2023-2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the

Lynwood Community Development District for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024.”

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$\_\_\_\_\_, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$_____
<i>Total Reserve Fund [if Applicable]</i>	\$_____
Total Debt Service Funds	\$_____
<b>Total All Funds*</b>	<b>\$_____</b>

\*Not inclusive of any collection costs or early payment discounts.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

**Section 4. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on July 14, 2023.**

Attested By:

**Lynwood  
Community Development District**

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

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

**Exhibit A: FY 2023-2024 Adopted Budget**



Rizzetta & Company

# **Lynwood Community Development District**

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

---

## **Proposed Budget for Fiscal Year 2023/2024**

## Table of Contents

	<u>Page</u>
<b>General Fund Budget for Fiscal Year 2023/2024</b>	<b>1</b>
<b>Reserve Fund Budget for Fiscal Year 2023/2024</b>	<b>2</b>
<b>Debt Service Fund Budget for Fiscal Year 2023/2024</b>	<b>3</b>
<b>Assessments Charts for Fiscal Year 2023/2024</b>	<b>4</b>
<b>General Fund Budget Account Category Descriptions</b>	<b>6</b>
<b>Debt Service Fund Budget Account Category Descriptions</b>	<b>9</b>



Rizzetta & Company

**Proposed Budget**  
**Lynwood Community Development District**  
**General Fund**  
**Fiscal Year 2023/2024**

Chart of Accounts Classification	Actual YTD through 05/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
<b>REVENUES</b>							
Special Assessments							
Tax Roll	\$ 327,944	\$ 327,917	\$ 325,858	\$ 2,059	\$ 382,771	\$ 56,913	
<b>TOTAL REVENUES</b>	<b>\$ 327,944</b>	<b>\$ 327,917</b>	<b>\$ 325,858</b>	<b>\$ 2,059</b>	<b>\$ 382,771</b>	<b>\$ 56,913</b>	
Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 327,944</b>	<b>\$ 327,917</b>	<b>\$ 325,858</b>	<b>\$ 2,059</b>	<b>\$ 382,771</b>	<b>\$ 56,913</b>	
<b>EXPENDITURES - ADMINISTRATIVE</b>							
Legislative							
Supervisor Fees	\$ 6,000	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ -	5 paid supervisors
Financial & Administrative							
Administrative Services	\$ 3,182	\$ 4,774	\$ 4,774	\$ -	\$ 5,012	\$ 238	
District Management	\$ 14,215	\$ 21,322	\$ 21,322	\$ -	\$ 22,388	\$ 1,066	
District Engineer	\$ 3,393	\$ 5,000	\$ 12,000	\$ 7,000	\$ 12,000	\$ -	
Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
Trustees Fees	\$ 3,367	\$ 7,000	\$ 7,000	\$ -	\$ 7,000	\$ -	
Assessment Roll	\$ 5,304	\$ 5,304	\$ 5,304	\$ -	\$ 5,569	\$ 265	
Financial & Revenue Collections	\$ 2,546	\$ 3,819	\$ 3,819	\$ -	\$ 4,010	\$ 191	
Accounting Services	\$ 12,729	\$ 19,094	\$ 19,094	\$ -	\$ 20,049	\$ 955	
Auditing Services	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	Berger Toombs \$4,550 FY22-FY24 + possible increases
Arbitrage Rebate Calculation	\$ -	\$ 450	\$ 450	\$ -	\$ 450	\$ -	
Public Officials Liability Insurance	\$ 2,667	\$ 2,667	\$ 2,977	\$ 310	\$ 3,100	\$ 123	Egis Estimate
Legal Advertising	\$ 973	\$ 3,000	\$ 5,000	\$ 2,000	\$ 5,000	\$ -	
Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
Miscellaneous Fees	\$ 310	\$ 1,500	\$ 2,500	\$ 1,000	\$ 2,500	\$ -	
Website Hosting, Maintenance, Backup (and Email)	\$ 2,315	\$ 3,100	\$ 3,500	\$ 400	\$ 3,500	\$ -	
Legal Counsel							
District Counsel	\$ 10,993	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -	
<b>Administrative Subtotal</b>	<b>\$ 73,169</b>	<b>\$ 115,205</b>	<b>\$ 125,915</b>	<b>\$ 10,710</b>	<b>\$ 128,753</b>	<b>\$ 2,838</b>	
<b>EXPENDITURES - FIELD OPERATIONS</b>							
Electric Utility Services							
Utility Services	\$ 526	\$ 1,262	\$ 10,000	\$ 8,738	\$ 1,500	\$ (8,500)	
Street Lights	\$ 25,783	\$ 38,500	\$ 38,500	\$ -	\$ 43,000	\$ 4,500	Phase 1 - 3B + 10% Anticipated TECO increases
Utility-Reclaimed Water Irrigation	\$ 1,013	\$ 2,431	\$ 3,000	\$ 569	\$ 1,500	\$ (1,500)	
Stormwater Control							
Aquatic Maintenance	\$ 6,720	\$ 12,600	\$ 13,500	\$ 900	\$ 16,380	\$ 2,880	\$10,080 Pond Maint.+ Midge Fly \$6300 (\$1050x6months)
Lake/Pond Bank Maintenance	\$ -	\$ 5,000	\$ 6,000	\$ 1,000	\$ 16,000	\$ 10,000	Ornmental Grass Cut Back \$6500x2/yr = \$13k + Bank Repairs
Mitigation Area Monitoring & Maintenance	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	For additional maintenance or plantings.
Other Physical Environment							
General Liability Insurance	\$ 3,259	\$ 3,032	\$ 3,638	\$ 606	\$ 3,638	\$ -	Egis Estimate
Property Insurance	\$ 1,503	\$ 1,503	\$ 2,000	\$ 497	\$ 2,500	\$ 500	Egis Estimate
Entry & Walls Maintenance	\$ -	\$ 4,000	\$ 7,000	\$ 3,000	\$ 7,000	\$ -	Wall/Sign/Landscape Lighting Repairs and Maintenance.
Perimeter Fence Repairs	\$ -	\$ 2,500	\$ -	\$ (2,500)	\$ 5,000	\$ 5,000	
Street Sign Repair & Replacement			\$ -	\$ -	\$ 3,500	\$ 3,500	Decorative Street Sign.
Landscape Maintenance	\$ 42,187	\$ 53,530	\$ 55,000	\$ 1,470	\$ 60,000	\$ 5,000	\$4,460.87/mos or \$\$53,530.44/yr + 10%
Irrigation Maintenance & Repairs	\$ 7,166	\$ 2,000	\$ 8,000	\$ 6,000	\$ 8,000	\$ -	
Landscape - Annuals				\$ -	\$ 6,000	\$ 6,000	
Landscape - Mulch	\$ -	\$ 4,875	\$ 10,000	\$ 5,125	\$ 10,000	\$ -	
Landscape Replacement Plants, Shrubs, Trees	\$ 10,738	\$ 16,500	\$ 10,000	\$ (6,500)	\$ 10,000	\$ -	
Solar Street Light Cleaning	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
Miscellaneous Contingency	\$ 4,375	\$ 10,500	\$ 23,305	\$ 12,805	\$ 50,000	\$ 26,695	
<b>Field Operations Subtotal</b>	<b>\$ 103,270</b>	<b>\$ 163,234</b>	<b>\$ 199,943</b>	<b>\$ 36,709</b>	<b>\$ 254,018</b>	<b>\$ 54,075</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 176,439</b>	<b>\$ 278,439</b>	<b>\$ 325,858</b>	<b>\$ 47,419</b>	<b>\$ 382,771</b>	<b>\$ 56,913</b>	
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 151,505</b>	<b>\$ 49,478</b>	<b>\$ -</b>	<b>\$ 49,478</b>	<b>\$ -</b>	<b>\$ -</b>	

**Proposed Budget  
Lynwood Community Development District  
Reserve Fund  
Fiscal Year 2023/2024**

<b>Chart of Accounts Classification</b>	<b>Budget for 2023/2024</b>
<b>REVENUES</b>	
Special Assessments	
Tax Roll	\$ 20,000
<b>TOTAL REVENUES</b>	<b>\$ 20,000</b>
Balance Forward from Prior Year	\$ -
<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 20,000</b>
<b>EXPENDITURES</b>	
Contingency	
Capital Reserves	\$ 20,000
Capital Outlay	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,000</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>

**Lynwood Community Development District**  
**Debt Service**  
**Fiscal Year 2023/2024**

Chart of Accounts Classification	Series 2019	Budget for 2023/2024
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$364,494.57	\$364,494.57
<b>TOTAL REVENUES</b>	<b>\$364,494.57</b>	<b>\$364,494.57</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Financial & Administrative		
Debt Service Obligation	\$364,494.57	\$364,494.57
<b>Administrative Subtotal</b>	<b>\$364,494.57</b>	<b>\$364,494.57</b>
<b>TOTAL EXPENDITURES</b>	<b>\$364,494.57</b>	<b>\$364,494.57</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>

Hillsborough County Collection Costs (2%) and Early payment Discounts (4%)

6.00%

**Gross assessments**

**\$387,430.45**

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received

**Notes:**

Tax Roll Collection Costs and early Payment Discount is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.



**LYNWOOD COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

2023/2024 O&M Budget		\$402,771.00
Collection Cost @	2%	\$8,569.60
Early Payment Discount @	4%	\$17,139.19
2023/2024 Total		<u><u>\$428,479.79</u></u>

2022/2023 O&M Budget	\$325,858.00
2023/2024 O&M Budget	\$402,771.00
Total Difference	<u><u>\$76,913.00</u></u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Debt Service - Single Family 40'	\$1,144.55	\$1,144.55	\$0.00	0.00%
Operations/Maintenance - Single Family 40'	\$1,111.08	\$1,362.42	\$251.34	22.62%
Total	<u><u>\$2,255.63</u></u>	<u><u>\$2,506.97</u></u>	<u><u>\$251.34</u></u>	<u><u>11.14%</u></u>
Debt Service - Single Family 50'	\$1,430.69	\$1,430.69	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$1,111.08	\$1,362.42	\$251.34	22.62%
Total	<u><u>\$2,541.77</u></u>	<u><u>\$2,793.11</u></u>	<u><u>\$251.34</u></u>	<u><u>9.89%</u></u>
Operations/Maintenance - Daycare <sup>(1)</sup>	N/A	\$3,406.04	N/A	N/A
Total	<u><u>N/A</u></u>	<u><u>\$3,406.04</u></u>	<u><u>N/A</u></u>	<u><u>N/A</u></u>

<sup>(1)</sup> Operations and Maintenance assessments to be levied beginning Fiscal Year 2023-2024 for the Daycare.

**LYNWOOD COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$402,771.00
COLLECTION COSTS @	2%	\$8,569.60
EARLY PAYMENT DISCOUNT @	4%	\$17,139.19
TOTAL O&M ASSESSMENT		<u>\$428,479.79</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&amp;M ASSESSMENT</u>				<u>PER LOT ANNUAL ASSESSMENT</u>		
	<u>O&amp;M</u>	<u>2019 DEBT SERVICE <sup>(1)</sup></u>	<u>EAU FACTOR</u>	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&amp;M BUDGET</u>	<u>O&amp;M</u>	<u>2019 DEBT SERVICE <sup>(2)</sup></u>	<u>TOTAL <sup>(3)</sup></u>
Single Family 40'	201	201	1.00	201.00	63.91%	\$273,845.59	\$1,362.42	\$1,144.55	\$2,506.97
Single Family 50'	111	110	1.00	111.00	35.29%	\$151,228.16	\$1,362.42	\$1,430.69	\$2,793.11
Daycare <sup>(4)</sup>	2.5	0	1.00	2.50	0.79%	\$3,406.04	\$1,362.42	\$0.00	\$1,362.42
<b>Total Community</b>	<b>312</b>	<b>311</b>		<b>314.50</b>	<b>100.00%</b>	<b>\$428,479.79</b>			

LESS: Hillsborough County Collection Costs (2%) and Early Payment Discounts (4%): **(\$25,708.79)**

**Net Revenue to be Collected:** \$402,771.00

<sup>(1)</sup> Reflects one (1) Series 2019 prepayment.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2019 bond issue. Annual assessment includes principal, interest, Hillsborough County collection costs (if applicable) and early payment discount costs.

<sup>(3)</sup> Annual assessment for platted lots will appear on November 2023 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4%.

<sup>(4)</sup> 1 daycare unit represents 2,000 square feet.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

---

### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## **EXPENDITURES - FIELD OPERATIONS:**

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Landscape - Mulch:** Expenses related to the replacement of mulch.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

## **DEBT SERVICE FUND BUDGET**

### **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

---

### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

## Tab 4

## RESOLUTION 2023-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LYNWOOD COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Lynwood Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is located in Hillsborough County, Florida (“**County**”);

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2023-2024 attached hereto as **Exhibit A** (“**FY 2023-2024 Budget**”) and incorporated as a material part of this Resolution by this reference;

**WHEREAS**, the District must obtain sufficient funds to provide for the activities described in the FY 2023-2024 Budget;

**WHEREAS**, the provision of the activities described in the FY 2023-2024 Budget is a benefit to lands within the District;

**WHEREAS**, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

**WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

**WHEREAS**, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

**WHEREAS**, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2023-2024 Budget (“**O&M Assessments**”);



**WHEREAS**, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2023-2024 Budget;

**WHEREAS**, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

**WHEREAS**, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

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

**Section 1. Benefit from Activities and O&M Assessments.** The provision of the activities described in the FY 2023-2024 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2023-2024 Budget and in the Assessment Roll.

**Section 2. O&M Assessments Imposition.** Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2023-2024 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**Section 3. Collection and Enforcement of District Assessments.**

- a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
- b. **Direct Bill for Certain Debt Assessments.**
  - i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
  - ii. Debt Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the Debt

Assessments due may be paid in several partial, deferred payments and according to the following schedule:

1. 50% due no later than December 1, 2023
  2. 25% due no later than February 1, 2024
  3. 25% due no later than May 1, 2024
- iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2023-2024 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.
- iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

**c. Direct Bill for Certain O&M Assessments.**

- i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.
- ii. O&M Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:
  1. 50% due no later than December 1, 2023
  2. 25% due no later than February 1, 2024
  3. 25% due no later than April 1, 2024
- iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.

- d. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**Section 4. Certification of Assessment Roll.** The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

**Section 5. Assessment Roll Amendment.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**Section 6. Assessment Challenges.** The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

**Section 7. Procedural Irregularities.** Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

**Section 8. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 9. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on July 14, 2023.**

Attested By:

**Lynwood  
Community Development District**

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

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

**Exhibit A: FY 2023-2024 Budget**

## **Tab 5**

**RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LYNWOOD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR FISCL YEAR 2023-2024 REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Lynwood Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LYNWOOD COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as **Exhibit A**.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Hillsborough County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED this 14<sup>th</sup> day of JULY, 2023.**

**ATTEST:**

**LYNWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Asst. Secretary

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

**EXHIBIT “A”**

**LYNWOOD COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING DATES  
FOR FISCAL YEAR 2023-2024**

October 13, 2023  
November 10, 2023  
December 8, 2023  
January 12, 2024  
February 9, 2024  
March 8, 2024  
April 12, 2024  
May 10, 2024  
June 14, 2024  
July 12, 2024  
August 9, 2024  
September 13, 2024

All meetings will convene at 11:00 AM, at the offices of Rizzetta & Company, located at 2700 S. Falkenburg Road Suite 2745, Riverview, Florida 33578.

## **Tab 6**

**RESOLUTION 2023-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
LYNWOOD COMMUNITY DEVELOPMENT DISTRICT  
REDESIGNATING THE SECRETARY OF THE DISTRICT, AND  
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Lynwood Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2020-04; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
THE LYNWOOD COMMUNITY DEVELOPMENT DISTRICT:**

Section 1.      Scott Brizendine is appointed Secretary

Section 2.      This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 11th DAY OF JULY, 2023.**

**LYNWOOD  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**ASSISTANT SECRETARY**



## **Tab 7**

## Lynwood Landscaping Update 6/1/2023

### Outstanding Projects to be completed this week:

- Oak removals at Amaryllis Garden
- Mulch installation
- Annuals
- Flax Lily fill-in
- Turf install at entrance

### Recently completed tasks:

- Extra drip line around entrance removed
- Shell path at Amaryllis Garden sprayed with pre-emergent and weeds taken care of

### Next service 6/2/23:

- Shape/prune Wax Myrtles
- Trim small Oaks just inside entrance to the right, in front of the pond
- Reminded crew of small lot that was missed last month

### Amaryllis Garden turf:

- Tested irrigation again, everything is firing and operational when I ran zones
- Turf that was stressed is rebounding great, but strip between side walk and road is not green
  - o Checked soil – moist and cool soil
  - o Spray heads are covering just fine
  - o Check again before meeting and give update

### General Irrigation:

- Inspection completed in May
  - o Proposal for repairs is outstanding still
  - o Inspection currently scheduled for 3<sup>rd</sup> week of June

### Fert/Pest Control:

- Next turf fertilization – October/November
- IPM monthly – spot treatments

## **Tab 8**

## CDD Labor Rates

(July 1, 2023 – December 31, 2023)

<b><u>Classification</u></b>	<b><u>Rates</u></b>
Principal	\$225
Project Manager I	\$200
Project Manager II	\$175
Senior Engineer	\$180
Project Engineer	\$145
Engineer	\$115
Senior Environmental Scientist	\$150
Environmental Scientist	\$110
Senior Designer	\$115
Designer	\$95
Senior Engineering Technician	\$85
Engineering Technician	\$65
Field Manager	\$130
Senior Inspector	\$115
Inspector	\$75
Clerical	\$50

## **DISTRICT ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of January 13, 2023, by and between the **Lynwood Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, (the “**District**”) and **Brletic Dvorak, Inc.**, a Florida corporation, providing professional engineering services (“**Engineer**” and, together with the District, the “**Parties**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the “**Act**”) as amended; and

**WHEREAS**, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District’s Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

#### **Article 1.     Scope of Services**

A.     The Engineer will provide general engineering services, including:

{00116642.DOC/2}

- i. Preparation of any necessary reports and attendance at meetings of the Board.
  - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "**Engineer.**"
  - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**Article 2. Representations.** The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**Article 3. Method of Authorization.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or

{00116642.DOC/2}

conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

**Article 4. Compensation.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit “A”** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization

**Article 5. Reimbursable Expenses.** Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

**Article 6. Term of Agreement.** It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein

**Article 7. Special Consultants.** When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

**Article 8. Books and Records.** The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

**Article 9. Ownership of Documents.**

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**Article 10. Accounting Records.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

{00116642.DOC/2}



**Article 11. Reuse of Documents.** All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**Article 12. Estimate of Cost.** Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**Article 13. Insurance.** Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the {00116642.DOC/2}

Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**Article 14. Contingent Fee.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 15. Compliance with Governmental Regulations.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**Article 16. Compliance with Professional Standards.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

**Article 17. Audit.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

**Article 18. Indemnification.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**Article 19. Public Records.** The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the

{00116642.DOC/2}

Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is Debby Wallace.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

**Article 20. Notices.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Lynwood Community Development District  
3434 Colwell Ave. Suite 200,  
Tampa, FL 33614  
Attn: District Manager

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

**B. If to the Engineer:** Brletic Dvorak, Inc.  
536 4<sup>th</sup> Ave. S, Unit 4  
St. Petersburg, FL 33701  
Attn: Stephen Brletic, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

{00116642.DOC/2}

**Article 21. Employment Verification.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**Article 22. Controlling Law.** The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in the county where the District is located.

**Article 23. Assignment.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.

**Article 24. Conflicts of Interest.** The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**Article 25. Subcontractors.** The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

**Article 26. Independent Contractor.** The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**Article 27. Termination.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any

{00116642.DOC/2}

kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**Article 28. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties and formally approved by the Board

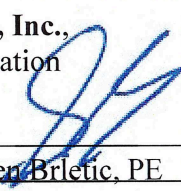
**Article 29. Recovery of Costs and Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**Article 30. Agreement.** This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

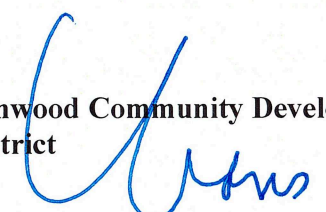
**Article 31. Acceptance.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

**IN WITNESS WHEREOF,** the Parties hereto have caused these present to be executed the day and year first above written.

**Brletic Dvorak, Inc.,**  
a Florida corporation

  
\_\_\_\_\_  
Name: Stephen Brletic, PE  
Title: President

**Lynwood Community Development  
District**

  
\_\_\_\_\_  
Kelly Evans, Chair of the Board of  
Supervisors

**Exhibit “A”**

**CDD Labor Rates**

**(January 1, 2023 – July 1, 2023)**

<b>Classification</b>	<b>Rates</b>
Principal	\$225
Project Manager	\$200
Senior Engineer	\$180
Project Engineer	\$145
Engineer	\$115
Senior Surveyor	\$150
Project Surveyor	\$130
Surveyor	\$95
Survey Field Crew (3-person)	\$165
GIS Technician	\$150
Senior Environmental Scientist	\$150
Environmental Scientist	\$110
Senior Designer	\$110
Designer	\$95
Senior Engineering Technician	\$85
Engineering Technician	\$65
Senior Inspector	\$115
Inspector	\$75
Clerical	\$50