

Lake Lizzie
Community Development District

Agenda

April 5, 2023

AGENDA

Lake Lizzie
Community Development District

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

March 29, 2023

Board of Supervisors
Lake Lizzie Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lake Lizzie Community Development District will be held **Wednesday, April 5, 2023, at 12:30 PM at the West Osceola Branch Library, 305 Campus St., Celebration, FL 34747.** Following is the advance agenda for the regular meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Consideration of Resolution 2023- 39 Appointing Local Bank Signatories
4. Approval of Minutes of the February 1, 2023, Board of Supervisors Meeting
5. Consideration of Agreement for Engineering Services with Hanson Walter
6. Consideration of Acquisition Agreement
7. Ratification of Agreement with Osceola County Tax Collector
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet & Income Statement
 - ii. Ratification of Funding Requests No. 2 and 3
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

SECTION III

SECTION A

RESOLUTION 2023-39

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2023-12 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Lizzie Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the Osceola County, Florida; and

WHEREAS, the District’s Board of Supervisors previously adopted Resolution 2023-12, directing Governmental Management Services – Central Florida, LLC, to establish a local bank account for the District and appointing the District’s Secretary and Treasurer as signors on the account; and

WHEREAS, the District’s Board of Supervisors now desires to amend Resolution 2023-12 to reflect and appoint the District’s Secretary, Treasurer, and Assistant Treasurer as signors on the account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The District’s Secretary, Treasurer, and Assistant Treasurer are hereby appointed as signors on the District’s local bank account established pursuant to Resolution 2023-12.

SECTION 2. This Resolution is intended to amend, in part, Resolution 2023-12, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2023-12 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of April 2023.

ATTEST:

**LAKE LIZZIE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
LAKE LIZZIE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lake Lizzie Community Development District was held Wednesday, **February 1, 2023** at 12:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida.

Present and constituting a quorum:

Tony Iorio	Chairman
Doug Beasley	Vice Chairman
Rocky Owen	Assistant Secretary
Tom Franklin	Assistant Secretary

Also present were:

Tricia Adams	District Manager, GMS
George Flint	GMS
Sarah Sandy	District Counsel, Kutak Rock

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Organizational Matters

A. Consideration of Resolution 2023-27 Ratifying Resetting Landowners Election

Ms. Adams presented Resolution 2023-27 to the Board stating that it was ratifying resetting the landowners' election to January 17, 2023. She noted that their recording secretarial staff submitted a notice for several public hearings as well as the landowner election. She stated that even though the submittal was received by the publisher, and District staff received a proof back

that was approved by District staff and scheduled to run, District staff received word from the publisher that the advertisements did not run. As a result, District staff worked with the Chair to reset the dates for the various public hearings to today, as well as reset the landowners' election to January 17, 2023, in order to meet the statutory deadline for holding the election.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2023-27 Ratifying Resetting Landowners Election, was approved.

Mr. Flint noted that the Board members present were sworn in before the meeting.

B. Administration of Oaths of Office to Newly Elected Supervisors

Ms. Adams stated that as a result of the landowners' election, they did have five new Board members and the oath of offices for those present today had been administered prior to taking roll to establish the quorum today.

C. Consideration of Resolution 2023-28 Canvassing and Certifying the Results of the Landowners' Election

Ms. Adams presented Resolution 2023-28 to the Board stating that it was on page 10 of the agenda package. She explained that this was canvassing and certifying the results of the landowner election, as well as correcting a scrivener's error in the landowner election documents. As a result of the landowner election, Anthony Iorio and Douglas Beasley are serving four-year terms and Jason Lonas, Thomas Franklin, and Duane "Rocky" Owen are serving two-year terms.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2023-28 Canvassing and Certifying the Results of the Landowners' Election, was approved.

D. Election of Officers

Ms. Adams stated that prior to the landowners' election they had Anthony Iorio serving as Chairperson, Doug Beasley serving as Vice Chairperson, George Flint serving as Secretary, Jason Lonas, Thomas Franklin, and Duane Owen serving as Assistant Secretaries. She noted that they also had from the District management offices, Jill Burns, serving as Treasurer and Katie Costa serving as Assistant Treasurer.

E. Consideration of Resolution 2023-29 Electing Officers

Ms. Adams stated that the Board could consider reelection of the same slate of officers. She explained that she would like for the Board to consider adding herself, Tricia Adams, as an Assistant Secretary for the purpose of signing documents and attesting the Chairman’s signature.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2023-29 Electing Officers as slated above adding Tricia Adams as Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the November 2, 2022, Board of Supervisors Meeting & January 17, 2023, Landowners’ Election

Ms. Adams presented the minutes from the November 2, 2022 Board of Supervisors meeting and the January 17, 2023 Landowners’ Election. She noted that they had received minor corrections from District management staff as well as from District counsel.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Approval of Minutes of the November 2, 2022, Board of Supervisors Meeting and the January 17, 2023, Landowners’ Election, was approved as amended by the corrections received from District management and District counsel.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-30 Ratifying Resetting Master Assessment Public Hearing

Ms. Adams presented this resolution stating that it ratifies the Chair and District Manager’s actions to reset their Master Assessment public hearing for today.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2023-30 Ratifying Resetting Master Assessment Public Hearing, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-31 Ratifying Resetting Uniform Method Public Hearing 31

Ms. Adams presented this resolution stating that it ratifies the Chair and District Manager’s actions to reset their Uniform Method public collection hearing for today.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2023-31 Ratifying Resetting Uniform Method Public Hearing, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-32
Ratifying Resetting Rules of Procedure
Public Hearing**

Ms. Adams stated that this resolution ratifies the Chair and District Manager’s actions to resetting the rule public hearing for today.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2023-32 Ratifying Resetting Rules of Procedure Public Hearing, was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2023-33
Ratifying Resetting FY 2023 Budget
Adoption Hearing**

Ms. Adams presented this resolution stating that it ratifies the Chair and District Manager’s actions to reset their public hearing on a budget for adoption.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2023-33 Ratifying Resetting FY 2023 Budget Adoption Hearing, was approved.

NINTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Imposition of Special Assessments

Ms. Adams asked for a motion to open the public hearing for the imposition of special assessments.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Opening the Public Hearing on the Imposition of Special Assessments, was approved.

- i. Presentation of Affidavit of Publication and Affidavit of Mailing of Notices**

Ms. Adams stated that the affidavits demonstrating the mailed and published notice requirements for holding the hearing were in the agenda package for the board's review.

ii. Presentation of Engineer's Report

Ms. Adams explained that the Board had previously approved the engineer's report at their November 2, 2022 meeting. She noted that it was approved in substantial form and was subject to staff revisions. Mr. Flint noted that it was attached to the resolution. Ms. Adams explained that it didn't need separate Board action since it was attached to and approved by the resolution the Board would consider. Ms. Sandy noted that the changes to the Engineer's Report that they discussed and approved at the last meeting were made and she didn't think any subsequent changes were made to the report. She stated that the total estimated CIP remained the same at \$17,598,220. She explained that the engineer's report would be approved as part of the resolution that they would present shortly.

iii. Presentation of Assessment Methodology

Ms. Adams stated that this was included in the agenda package on page 68. She explained that like the engineer's report, this was presented in detail at the November meeting and approved in substantial form but was subject to further staff revisions. She noted that there was a summary error in the spreadsheet on the bottom of the total par debt allocated of Table 7, which was on page 82 of the agenda package. She explained that the total par debt listed on page 78 was going to be \$25,250,000 and they would make that correction.

iv. Public Comment, Testimony and Board Discussion

Public comment requested. There is no public present to provide public comment.

v. Consideration of Resolution 2023-34 Levying Special Assessments

Ms. Sandy asked Ms. Adams to answer her following questions in her professional opinion based on the assessment report. Ms. Sandy asked Ms. Adams if the District lands received a special benefit from the master project. Ms. Adams responded yes. Ms. Sandy asked if the special assessments were reasonably allocated amongst the lands. Ms. Adams responded yes. Ms. Sandy asked if it was reasonable, proper, and just to assess the cost of the master project against the lands in the District. Ms. Adams responded yes. Ms. Sandy asked if the assessed lands would receive

special benefit equal to or in excess of the special assessments levied under the methodology. Ms. Adams responded yes. Ms. Sandy asked if it was in the best interest of the District that the Master Special Assessment be paid and collected in accordance with the methodology. Ms. Adams responded yes.

Ms. Sandy presented Resolution 2023-34, noting it approved the Engineer’s Report and Assessment Methodology which were just presented and levied the master special assessments as provided in the resolution and reports.

On MOTION by Mr. Franklin, seconded by Mr. Iorio, with all in favor, Resolution 2023-34 Levying Special Assessments, was approved.

Ms. Adams asked for a motion to close the public hearing for the Imposition of Special Assessments.

On MOTION by Mr. Iorio, seconded by Mr. Franklin, with all in favor, Closing the Public Hearing for the Imposition of Special Assessments, was approved.

B. Public Hearing on the District’s Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments

Ms. Adams asked to open the public hearing for the uniform method of levying, collection, and enforcement of the non-ad valorem assessments.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Opening the Public Hearing for the uniform method of levying, collection, and enforcement of the non-ad valorem assessments, was approved.

i. Presentation of Affidavit of Publication of Notice

Ms. Adams stated that the affidavit for public notice was presented in accordance with the statutory requirements.

ii. Public Comment and Board Discussion

Public comments were requested. Ms. Adams noted that there were no members of the public present for public comments.

iii. Consideration of Resolution 2023-35 Expressing the District’s Intent to Utilize the Uniform Method of Collection

Ms. Sandy stated that this resolution allows them to collect assessments on the property tax roll. She explained that they had to declare their intent as well as hold a public hearing, which is what this hearing was for.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2023-35 Expressing the District’s Intent to Utilize the Uniform Method of Collection, was approved.

Ms. Adams asked to close the public hearing.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Closing the Public Hearing for the uniform method of levying, collection, and enforcement of the non-ad valorem assessments, was approved.

C. Public Hearing on the Adoption of District Rules of Procedure

Ms. Adams asked to open the public hearing on the District Rules of Procedure.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Opening the Public Hearing on the District Rules of Procedure, was approved.

i. Presentation of Affidavit of Publications of Notice of Rule Development and Rulemaking

Ms. Adams presented the affidavit of publication of the rulemaking hearing in accordance with statutory requirements.

ii. Public Comment and Board Discussion

Public comment was requested. Ms. Adams stated that they had no members of the public present for public comment.

iii. Consideration of Resolution 2023-36 Adopting the Rules of Procedure

Ms. Adams presented Resolution 2023-36, which was prepared by District counsel.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2023-36 Adopting the Rules of Procedure, was approved.

Ms. Adams asked to close the public hearing.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Closing the Public Hearing on the District Rules of Procedure, was approved.

D. Public Hearing on the Adoption of the Fiscal Year 2023 Budget

Ms. Adams asked to open the public hearing for the adoption of the Fiscal Year 2023 budget.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Opening the Public Hearing for the adoption of the Fiscal Year 2023 budget, was approved.

i. Presentation of Affidavit of Publication of Notice

Ms. Adams presented the affidavit of publication of notice to the Board.

ii. Public Comment and Board Discussion

Public Comment was requested. Ms. Adams noted that there were no members of the public present for public comment.

iii. Consideration of Resolution 2023-37 Adopting the District’s Fiscal Year 2023 Budget and Appropriating Funds

Ms. Adams stated that they did have a copy of the budget included in the agenda package. She stated that this was for the operation of the District only and there were no field expenses. She noted that for the revenue portion of the District, the Board previously approved a Budget Funding Agreement with the developer. She stated that she would be happy to answer any questions.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2023-37 Adopting the District’s Fiscal Year 2023 Budget and Appropriating Funds, was approved.

Ms. Adams asked to close the public hearing.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Closing the Public Hearing for the adoption of the Fiscal Year 2023 budget, was approved.

TENTH ORDER OF BUSINESS

Ranking of Proposals for District Engineering Services and Authorization to Issue Notice of Intent to Award and Enter Negotiations with Number-One Ranked Firm

Ms. Adams stated that on page 189 of the agenda package was a Board ranking sheet. She noted that she had spoken with District counsel. She explained that they had received one proposal with the engineering firm most familiar with the project, Hanson & Walters. She stated that they met all the criterion that the Board identified as needing to qualify for this project. She noted that the Board could forgo the actual ranking and the Board could make a motion to rank Hanson, Walter, and Associates as the number one ranked firm and authorize staff to issue a notice of intent to award and negotiate an agreement.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Ranking Hanson & Walters as the Number-One Ranked Firm for District Engineering Services and Authorize District Staff to Issue Notice of Intent to Award and Enter Negotiations with Number-One Ranked Firm Hanson & Walters, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-38 Authorizing the Use of Electronic Signatures

Ms. Adams stated that this resolution means that a great majority of the documents, Chairman’s signature and Vice Chairman’s signature could be collected electronically. She noted that there were some documents that may require wet signatures when it comes to bond issuance.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2023-38 Authorizing the Use of Electronic Signatures, was approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Sandy reported that they had a validation hearing set for March 8th at 10:00 a.m. and that would be a virtual hearing.

B. Engineer

There was nothing further to report.

C. District Manager’s Report

Ms. Adams had nothing further to report.

THIRTEENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

FIFTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into this ____ day of _____ 2023, by and between:

Lake Lizzie Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

Hanson, Walter & Associates, Inc., a Florida corporation, with a mailing address of 8 Broadway, Suite 104, Kissimmee, Florida, 34741 (“**Engineer**”).

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*, by ordinance of the County Commission of Osceola County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

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

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

WHEREAS, on February 1, 2023, 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 Engineer to perform engineering, surveying, planning, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; and

WHEREAS, the Engineer shall serve as 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 these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto 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. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services for the District, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the Board.
 - 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 - 3. 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.
 - 4. 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:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2. Processing of contractors’ pay estimates.
 - 3. 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.
 - 4. Final inspection and requested certificates for construction, including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner’s representative or “Engineer.”
 - 6. 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 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 services, compensation, project schedule, and special provisions or 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 of the 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 the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit A**, attached hereto and incorporated by this reference, shall apply. 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 Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project 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 the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at reasonable times upon prior notice to 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 Engineer pursuant to this Agreement (the “**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 to the District all such Work Product, whether complete or not, upon payment of all outstanding balances due Engineer for Work Product. The District shall have all rights to use any and all Work Product. 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 District. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- 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. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by 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 Engineer will be at the District's sole risk and without liability or legal exposure to 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 11. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. 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 12. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
 - 1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - 2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.

3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an “occurrence” basis to the extent permitted by law, except with respect to the Professional Liability Insurance which shall be on a claims-made basis.
- C.** The District and the District’s officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and Professionally Liability Insurance 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
- D.** 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 13. 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 14. AUDIT. 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. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the 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 either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District’s records retention policy, whichever comes later.

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 or 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 Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 17. INDEMNIFICATION.

- A. 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 any and all 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 or errors or omissions of the Engineer and persons employed or utilized by the Engineer in the performance of this Agreement.
- B. 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 applicable law. The District agrees, to the extent permitted by Section 768.28, *Florida Statutes*, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's negligence, recklessness, or intentionally wrongful conduct of the District and persons employed or utilized by the District in the performance of this Agreement.
- C. The following shall apply only to the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law: liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000). Engineer shall carry, at its 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 Agreement.
- D. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this Agreement, the Parties shall have no liability to each other for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup.

E. 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 OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

F. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 18. 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 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, 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 20. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Osceola County, Florida.

ARTICLE 21. NOTICE. All notices, requests, consents and other communications under this Agreement (“**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 Engineer: Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, Florida 34741
Attn: Shawn Hindle, P.E.

B. If to District: Lake Lizzie Community
Development District

219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

ARTICLE 22. PUBLIC RECORDS. 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, 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*. Engineer acknowledges that the designated public records custodian for the District is George Flint (“**Public Records Custodian**”). 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 Services; 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 the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in 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.

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 (407) 841-5524, GFLINT@GMSCFL.COM, OR 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

ARTICLE 23. NO THIRD PARTY BENEFITS. 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 by operation of law.

ARTICLE 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 25. ASSIGNMENT. Except as provided otherwise in this Agreement, 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. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 26. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

ARTICLE 27. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, 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 29. 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 of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any 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 30. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 31. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer 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 attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

ARTICLE 33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 34. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together

shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**LAKE LIZZIE COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary/Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

HANSON, WALTER & ASSOCIATES, INC.,
a Florida corporation

Witness

By: _____
Its: _____

EXHIBIT A: Schedule of Rates

Exhibit A
Schedule of Rates

SECTION VI

**AGREEMENT BETWEEN
LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT AND
HANOVER TYSON, LLC, REGARDING THE ACQUISITION OF CERTAIN WORK
PRODUCT, IMPROVEMENTS AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____ 2023, by and between:

LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

HANOVER TYSON, LLC, a Florida limited liability company, and the owner and developer of certain lands within the boundaries of the District, with a mailing address of 605 Commonwealth Avenue, Orlando, Florida 32803 (the “**Developer**” and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2022-108, adopted by the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to stormwater management facilities, potable water system, reclaimed water system, lift stations and sanitary sewer system, onsite and offsite roadway improvements, offsite utility improvement, landscape, hardscape, and irrigation improvements, and other infrastructure; and

WHEREAS, the Developer is the owner of certain lands in Osceola County, Florida, known as Trinity Place and located within the boundaries of the District (the “**Development**”); and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and/or installation of certain infrastructure improvements, facilities, and services as detailed in the *Master Engineer’s Report*, dated November 2, 2022 (the “**Engineer’s Report**”), and attached to this Agreement as **Exhibit A** (“**District Improvements**”); and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (the “**Work Product**”); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements described in **Exhibit A** until such time as the District has closed on the sale of its proposed Lake Lizzie Community Development District Capital Improvement Revenue Bonds, in

one or more series (the “**Bonds**”), the proceeds of which will be utilized as payment for the Work Product and the District Improvements contemplated by this Agreement; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), Developer desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in **Exhibit A**, if any such conveyances are appropriate (the “**Real Property**”), upon the terms and conditions contained herein; and

WHEREAS, the District and the Developer are entering into this Agreement to ensure the timely provision of the District Improvements and completion of the Development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ACQUISITION DATE. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (“**Acquisition Date**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. ACQUISITION OF WORK PRODUCT. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District agrees to pay the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (“**Board**”) the total actual amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s trustee for the Bonds (“**Trustee**”). In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the

requisition for Bond funds from the Trustee. The foregoing engineering review and certification process shall hereinafter be referred to as the “**Review Process.**” The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the District Improvements.

- A. The Developer agrees to convey to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third party engineer selected pursuant to this Section, or prior to payment of such as provided for herein, and approved by the Board pursuant to and as set forth in this Agreement.
- B. Except as otherwise provided for in this Agreement, the Developer agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of Developer in and to the Work Product, including any and all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by Developer.
- C. Notwithstanding anything to the contrary contained herein: (i) Developer’s conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Developer shall not be held liable for the Work Product or any defect therein and (ii) Developer reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 3.D. of this Agreement.
- D. The Developer agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Developer that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer’s Report.
- E. The District hereby grants to Developer, and Developer hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, the Developer agrees to pay such cost or expense.

4. ACQUISITION OF DISTRICT IMPROVEMENTS. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District agrees to acquire completed District Improvements. When a portion of the District Improvements are completed and ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the District Improvements as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, and (iii) any other reasonable releases or documentation as may be reasonably requested by the District or Developer in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the District Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer in consultation with Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the Review Process described in Section 3 above. The District's Manager (the "**District Manager**") shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third party governmental body, then the Developer agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.
- B. The District Engineer shall certify as to the actual cost of any District Improvement. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay no more than the actual cost incurred, as determined by the District Engineer.
- C. The Developer agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.

5. CONVEYANCE OF REAL PROPERTY.

- A. Conveyance. The Developer agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and Developer, by a special warranty deed (or, if

less than a fee estate, by easement or other instrument) reasonably acceptable to the Board together with a metes and bounds or other description, the lands (or less interest therein) upon which the District Improvements are constructed or which are necessary for the operation and maintenance of, and access to the District Improvements. The parties agree that all Real Property shall be provided to the District at no cost unless the costs for the Real Property are expressly included as part of the Project Costs. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the District Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by Developer of its right and privilege to use the area conveyed and/or grant to third parties the right to construct the District Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the District Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Developer shall provide, at its expense, an owner's title insurance policy or obtain an opinion of title in a form satisfactory to the District.

- B. Boundary or Other Adjustments. Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs.

6. TAXES, ASSESSMENTS, AND COSTS.

- A. Taxes, assessments and costs resulting from Agreement. The Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Developer's property or property interest. As to any parcel of Real Property conveyed by Developer

pursuant to this Agreement, the potential obligations of the Developer to pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Real Property. Notwithstanding the foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement

- B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2023, the Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2023. If any additional taxes are imposed on the District's property in 2023 for a period which property was owned by Developer, then the Developer agrees to reimburse the District for that additional amount.
 2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- C. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include

in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

- D. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Developer hereby agree that an acquisition pursuant to this Agreement (“**Acquisition**”) by the District may be completed prior to the District obtaining proceeds from the Bonds. The District agrees to pursue the issuance of the Bonds in good faith; provided however, nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any unfunded Acquisition. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Acquisitions acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, District Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or, further, in the event the District’s bond counsel determines that any such Acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Acquisitions. Interest shall not accrue on the amounts owed for any prior Acquisitions. In the event the District does not or cannot issue the sufficient bonds within six (6) years from the date of this Agreement to pay for all Acquisitions hereunder, and, thus does not make payment to the Developer for any unfunded Acquisitions, then the Parties agree that the District shall have no reimbursement obligation whatsoever for those unfunded Acquisitions. The Developer acknowledges that the District intends to convey some or all of the District Improvements in the Engineer’s Report to Osceola County, Florida, and/or Tohopekaliga Water Authority and consents to the District’s conveyance of such improvements prior to payment for any Prior Acquisitions.

8. DEFAULT. A default by either Party under this Agreement, which continues for a period of thirty (30) days after notice of such default, shall entitle the other Party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or, if applicable, specific performance.

9. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other Party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection

proceedings.

10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

11. 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 all Parties hereto.

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Agreement (“**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 Developer: Hanover Tyson, LLC
605 Commonwealth Avenue
Orlando, Florida 32803
Attn: Andrew J. Orosz

- B. If to District: Lake Lizzie Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any Parties 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 in this Agreement.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

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

17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

18. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Developer.

19. TERMINATION. This Agreement may be terminated by the District or the Developer without penalty in the event that the District does not issue its proposed Bonds.

20. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

22. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this 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.

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

Attest:

**LAKE LIZZIE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Name: Tony Iorio
Its: Chairman

HANOVER TYSON, LLC,
a Florida limited liability company

Witness

by: _____
Name: Andrew J. Orosz
Its: Vice President

Exhibit A: *Master Engineer's Report*

Exhibit A

MASTER ENGINEER'S REPORT
FOR THE
LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:

BOARD OF SUPERVISORS
LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

HANSON, WALTER & ASSOCIATES, INC.
8 Broadway, Suite 104
Kissimmee, Florida 34741

November 2, 2022

LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the master capital improvement plan (“CIP”) and estimated costs of the CIP, for the Lake Lizzie Community Development District (“District”).

2. GENERAL SITE DESCRIPTION

The District encompasses a development known as Trinity Place (“Trinity Place” or “Development”). Trinity Place is a Low Density Residential (LDR) development established in the Osceola County Comprehensive Plan and all of the development is served by the District. The development is located in unincorporated Osceola County, Florida, lying in Sections 3 and 10, Township 26 South and Range 31 east, as more particularly shown in **Exhibit 2.1** of the attached Appendix. The general location of the development is north of Lake Lizzie Drive and west of Pine Grove Road.

As noted in **Exhibit 2.2**, the District’s boundaries include approximately 72.18 acres of land located in Osceola County, Florida (“County”).

3. PROPOSED MASTER CAPITAL IMPROVEMENT PLAN PURPOSE AND SCOPE OF THE REPORT

The purpose of this report is to provide a description of the CIP to be financed, constructed and/or acquired by the District, and to provide an estimated apportionment of the categories of costs for the CIP. A corresponding assessment methodology will be developed by the District’s methodology consultant. The CIP is intended to provide master public infrastructure improvements for the lands within the District, which are planned for 311 residential units.

The proposed site plan for the District is attached to this report as **Exhibit 3.1**, and the plan enumerates the proposed lot count for the District. The following charts show the planned product types and land uses for the District:

**TABLE 3.1
LAND USE SUMMARY**

Type of Use	Total Project Area +/-
Residential*	56.09
Open Space**	16.09
Total Area	72.18
% of Total Area	10%

* Per the County’s Land Development Code, residential developments are required to provide a minimum of 20% open space which may include wetlands, stormwater ponds, recreation areas or green spaces.

** Open Space represents land areas that will contain recreation and other uses in accordance with the County’s Land Development Code.

**TABLE 3.2
PRODUCT TYPE SUMMARY**

Type of Use	Phase 1	Phase 2	Total
Single Family 50’ or greater lot width	141	118	259
Single Family less than 50’ lot width	52	0	52
Total	193	118	311

The CIP infrastructure includes the following Master Infrastructure, which is intended to serve all lands in the District:

Roadway Improvements:

The CIP includes off-site framework and local road improvements adjacent to the District boundary. Framework roads shall include Multi-Modal roadways, Boulevards and Avenues as defined in the Osceola County Comprehensive Plan Map Series TRN Maps. Pine Grove Road is depicted as a Boulevard in the TRN Map Series and will service the District. The responsibility for improving the framework roads is limited to the ownership limits of the District. Roadways will consist of a half section 2-lane improvement as an interim design that will be expanded in the future by adjacent developments or the County or City to provide a final cross section of a 2-lane divided corridor. The framework road includes the roadway asphalt, base, and subgrade, roadway curb and gutter, inlets, culverts, striping and signage landscaping and sidewalks within rights-of-way. All roads will be designed in accordance with FDOT and County standards.

The District will also have to construct an off-site safety improvement at the intersection of Pine Grove Road (Boulevard Framework Road) and Lake Lizzie Road adding a dedicated left turn lane for north bound to west bound turning movements.

Internal roadways will be financed by the District, and will be dedicated to the County for ownership, operation, and maintenance. Internal Alleys will be funded by the District and retained in ownership and maintenance responsibility.

Impact fee credits may be available in the form of mobility fee credits based upon a negotiated mobility fee agreement with the County. If the property is annexed into the City, the impact fee credits would have to be negotiated with the City in an Annexation Agreement. The County currently provides for credits for all improvements and land dedication that exceeds the specific needs of the project. To the extent the District funds improvements which generate impact fee credits or mobility fee credits, the District shall receive the credits and can then sell or transfer such credits as allowed by law.

Stormwater Management System:

The District is located within the South Florida Water Management District (“**SFWMD**”) Alligator Lake basin. Conveyances to Alligator Lake will be via a County maintained ditch that outfalls via US 192 to Alligator Lake. The existing drainage conditions are depicted in **Exhibit 2.4** of the Appendix.

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipes, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to Alligator Lake via an existing ditch system that conveys runoff from the Development across Lake Lizzie Road into an FDOT ditch system that continues along US 192 to Alligator Lake. The stormwater system will be designed consistent with the criteria established by SFWMD and the County for stormwater/floodplain management systems. The District will finance, construct and/or acquire, own, operate and maintain the stormwater system, with the exception that the County will own, operate, and maintain the inlets and storm sewer systems within County rights-of-way. The County and FDOT will be responsible for maintenance of the off-site ditch system.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.

Water, Wastewater and Reclaim Utilities:

The District is within the City of St. Cloud (“**City**”) Joint Planning Area and Tohopekaliga Water Authority (“**Toho**”) Utility Service Area. Tohopekaliga Water Authority will provide potable water, wastewater disposal and reclaimed water services to the development. Capacity for these utilities is available from Tohopekaliga Water Authority. Existing utilities are shown in **Exhibit 2.3** of the Appendix.

A water plant owned and operated by Toho located on Kissimmee Park Road in the City will service the property. Potable Water connections will be made from water mains in Nova Road. A 16” water main currently exists within the Nova Road Right of way. Proposed mains will be extended east through an easement on the School District of Osceola County’s property to the development. The on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater from the Development will be collected in gravity sewer mains that will be serviced by a lift station just north of the property that will pump the wastewater into a force main that will connect into an existing force main in Nova Road. This force main is serviced by the Southside Wastewater Treatment Plant owned by Toho.

Wastewater improvements for the District will include an onsite 8" diameter gravity collection system, offsite force mains and a shared off-site lift station. The offsite force main connection will be made at Nova Road.

Reclaimed water will be secured from Toho. The Development will be serviced through a connection to the existing main in Nova Road and the extension of the main to the Development through an existing easement on the School Board of Osceola County’s property that is immediately northwest of the Development.

The reclaim water distribution system will be constructed to provide service for irrigation throughout the Development and will consist of varying main sizes dependent on demand.

The water and reclaim distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to Toho for ownership, operation, and maintenance. All mains will be designed and constructed in compliance with the City and the Florida Department of Environmental Protection (“FDEP”) Standards. Note: City utilities have been acquired by Toho as of October 1, 2022.

The project will require extension of existing off-site mains to the site, in addition to creating looped connections of mains on site that will both serve the proposed Development and provide for expansion of the Toho infrastructure to service future developments. Mains or improvements that are increased in size to service the Development above the specific needs of the District will be eligible for impact fee credits via an upsize agreement with Toho. To the extent the District funds improvements which generate impact fee credits, the District shall receive the credits and can sell or transfer such credits as allowed by law. Distribution of the impact fee credits received may be handled pursuant to separate agreements between the District, City and Hanover, Tyson, LLC (“Developer”).

Hardscape, Landscape, and Irrigation:

The District will finance, construct and/or acquire landscaping, irrigation and hardscaping within District common areas and rights-of-way. Landscaping will consist of sod, shrubs, ground cover, trees and plants. The irrigation system will consist of spray and rotating heads providing irrigation coverage to the landscaped areas. Moreover, hardscaping will consist of entry features, benches, trashcans, accent pavement, etc. Existing vegetation will be utilized wherever possible.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, the Development will at a minimum meet those requirements but, in most cases, exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained, and funded by the District. Such infrastructure, to the extent that it is in rights-of-way owned by the County will be maintained pursuant to a right-of-way agreement to be entered into with the County. Individual neighborhood HOA’s may enter into an agreement with the District for the purpose of maintaining entry features, to include but not necessarily be limited to signage, landscape, accent lighting, hardscape, and irrigation.

Street Lights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with Orlando Utility Commission (OUC) in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within right-of-way utility easements throughout the Development. Any lines and transformers located in such areas would be owned by OUC and not paid for by the District as part of the CIP.

Recreational Amenities:

As part of the CIP, the District may finance, construct or acquire an amenity park within a proposed open space/recreation tract. The District will finance amenities, parks and other common areas for the benefit of the District. These improvements may be funded, owned, and maintained by the District, or alternatively may be funded by the Developer and turned over to a homeowners' association for ownership, operation, and maintenance.

Professional Services

The CIP also includes various fees for professional services. These include: (i) engineering, surveying architectural and legal fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, acquisition or conveyance of the CIP.

Off-Site Improvements

Currently offsite utility improvements are limited to utility main extensions and looping to bring potable water, reclaimed water and wastewater to the development and to provide a looped connection of the water main and reuse main to the Toho water system in Pine Grove Road. The mains would be eligible for impact fee credits for upsizing and the water main extension. To the extent the District funds improvements which generate impact fee credits, the District shall receive the credits and can then sell or transfer such credits as allowed by law.

The only offsite road improvements that are currently contemplated would be a portion of Pine Grove Road and Lake Lizzie Drive. Pine Grove Road off-site improvements are eligible for mobility fee credits by the County. To the extent the District funds improvements which generate mobility fee credits, the District shall receive the credits and then can sell or transfer such credits as allowed by law. In addition, all framework roads that are constructed above and beyond the needs of the development would be eligible for mobility fee credits. This process is a negotiation with staff and will require the preparation of a mobility fee agreement to be approved by the Osceola County Board of County Commissioners.

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District.

All the foregoing improvements are required by applicable development approvals. Note that, except as stated herein, there are no impact fee or similar credits available from the construction of any such improvements.

The following table, Table 3.3, shows who will finance, own and operate/maintain the various improvements of the CIP:

TABLE 3.3

Description	Ownership	Capital Financing*	Maintenance Entity
Stormwater Management Facilities	District	District	District
Potable Water System	Toho	District	Toho
Reclaimed Water System	Toho	District	Toho
Lift Stations & Sanitary Sewer System	Toho	District	Toho
Roadway Construction	Osceola County	District	Osceola County
Offsite Roadway Improvements**	Osceola County	District	Osceola County
Offsite Utility Improvements	Toho	District	Toho
Common Area Landscape, Hardscape & Irrigation***	District	District	District or HOA****
<p>* Developer may contribute toward development costs ** Offsite Roadway improvements are to Pine Grove Road and Lake Lizzie Road *** Common Area includes: Parks, recreation, open space, conservation areas, buffers, etc. **** If HOA, pursuant to a maintenance agreement with the District</p>			

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have been or will be obtained in the normal course by the Developer or the District prior to commencing construction, and include the following (as needed):

- SFWMD Environmental Resource Permit (Individual)
- SFWMD Consumptive Use Permit
- USACOE SAJ 90
- USFWS
- Osceola County Site Development Plan (SDP)
- FDEP NPDES
- City Utility Construction Permits.
- FDEP Potable Water
- FDEP Wastewater

5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 5.1 shown below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the estimated costs set forth in Table 5.1 are both reasonable and consistent with market pricing for the CIP.

TABLE 5.1

<u>Facility Description</u>	<u>CIP Costs</u>
Roadways	\$3,530,000
Stormwater Management	\$3,955,700
Utilities (Water, Sewer, Reclaim)	\$5,320,000
Hardscape/Landscape/Irrigation/Trails	\$ 553,100
Undergrounding of Conduit	\$ 736,000
Environmental Conservation/Mitigation	\$ 428,000
Professional Services	\$ 780,000
Contingency (15%)	<u>\$2,295,420</u>
TOTAL	\$17,598,220

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

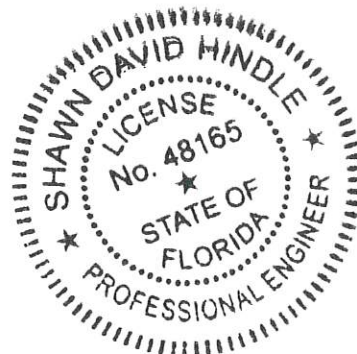
The cost estimates provided are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements comprising the CIP will serve as a system of improvements that benefit and add value to all lands within the District. The cost estimates are based on prices currently being experienced in the County and FDOT Basis of Estimates Cost Area 7. Actual costs may vary depending on final engineering and approvals from regulatory agencies as well as other economic factors. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

In sum, it is our opinion that: (1) the estimated cost of the CIP set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the CIP is feasible; and (3) that the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned 311 residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and this report may be supplemented or amended to reflect the same, and the District expressly reserves the right to do so.


Shawn Hindle, P.E.
FL License No. 48165

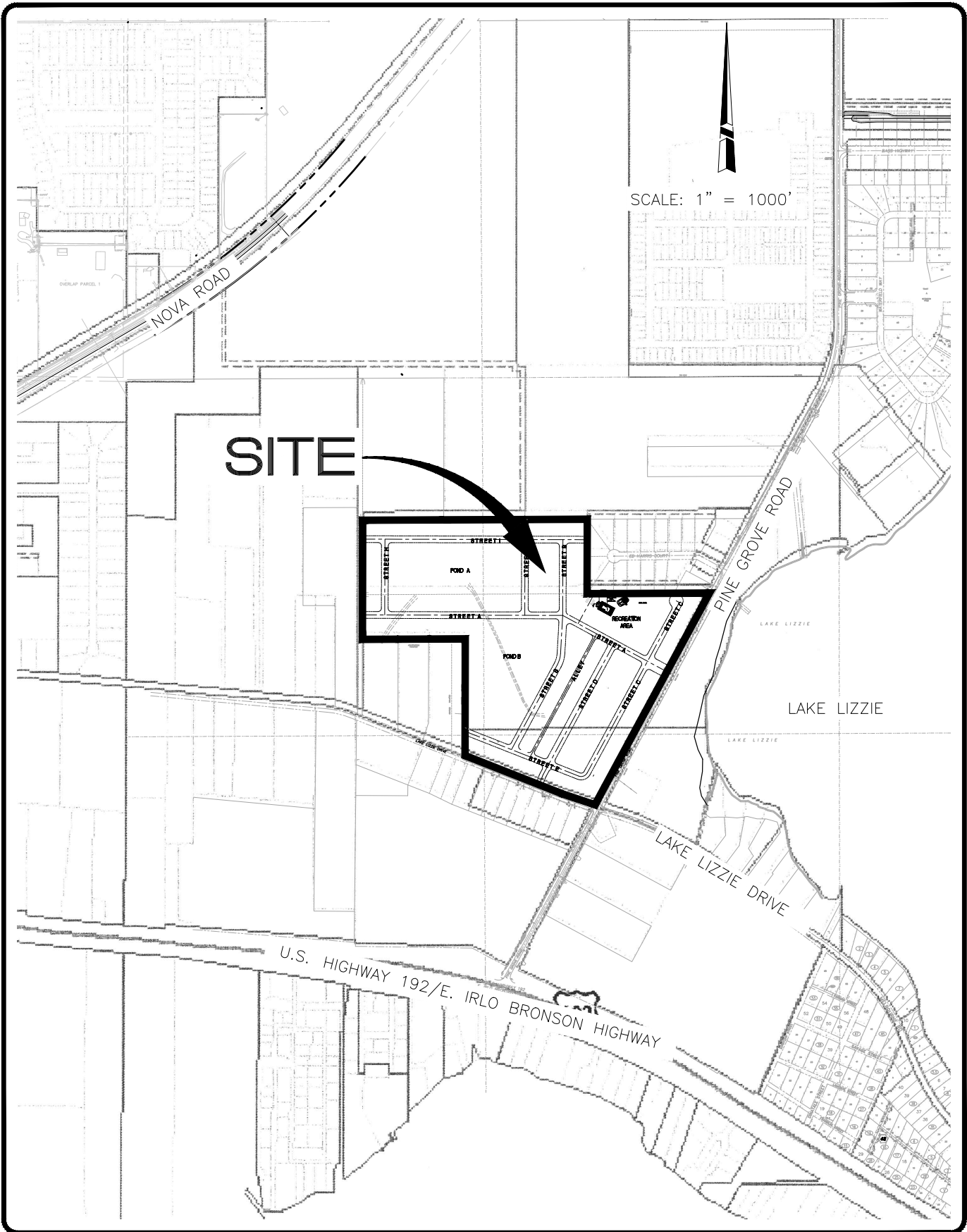
Date November 2, 2022



APPENDIX

**Appendix
Table of Contents**

Exhibit 2.1	Location Map
Exhibit 2.2	District Boundaries
Exhibit 2.3	Existing Utilities
Exhibit 2.4	Existing Drainage Map
Exhibit 3.1	Proposed Site Plan



8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
 PHONE: (407) 847-9433 FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
 ENGINEERING, SURVEYING AND PLANNING



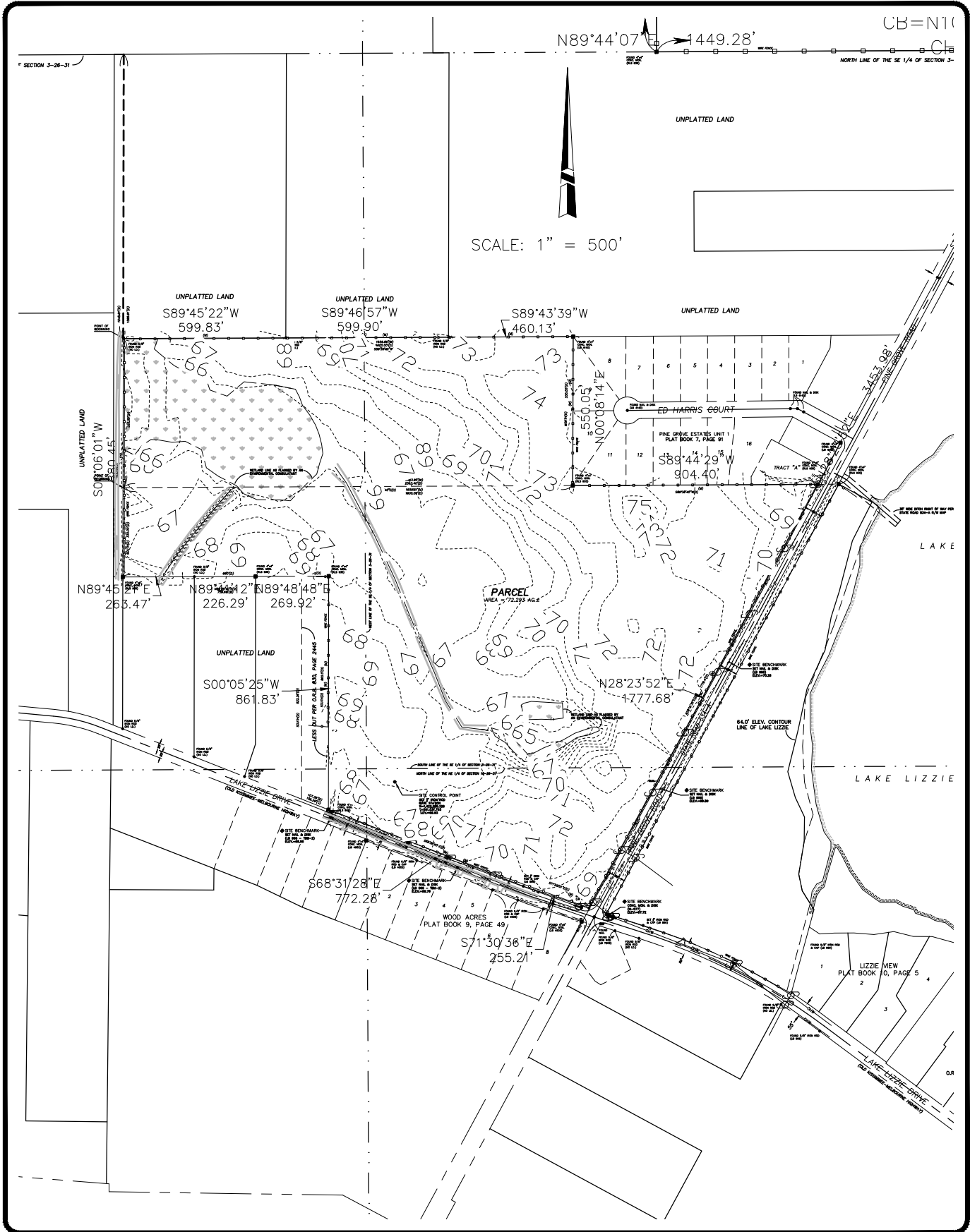
HANSON, WALTER & ASSOCIATES, INC.

LAKE LIZZIE CDD

LOCATION MAP

DATE 11/02/2022

EXHIBIT 2.1



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 8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
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HWA

HANSON, WALTER & ASSOCIATES, INC.

LAKE LIZZIE CDD

DISTRICT BOUNDARIES

DATE 11/02/2022 EXHIBIT 2.2 SHEET 1 OF 2

LEGAL DESCRIPTION:

PER CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT
FILE No. 20200389, DATED JULY 29, 2020 AT 5:00PM

PARCEL:

From the Northwest corner of the Southwest 1/4 of
Section 3, Township 26 South, Range 31 East, Osceola County, Florida, run
N89°68'40"E, along the North line of said Southwest 1/4, 1740.00 feet; run thence
South, parallel to the West line of said Southwest 1/4, 1048.61 feet to the Point of
Beginning; continue South, 550.00 feet; run thence N89°38'40"E, 1660.00 feet; run thence
North, parallel to the West line of said Southwest 1/4, 550.00 feet; run thence
S89°38'40"W, 1660.00 feet to the Point of Beginning.

TOGETHER WITH:

From the Northwest corner of the Southwest 1/4 of
Section 3, Township 26 South, Range 31 East, Osceola County, Florida, run
N89°38'40"E, along the North line of said Southwest 1/4, 1740.0 feet; run thence
South, parallel to the West line of said Southwest 1/4, 1598.61 feet to the Point of
Beginning; continue South, 330.0 feet, run thence N89°38'40"E, 660.0 feet; run thence
South 822.26 feet to a point 25.0 feet off the centerline of Old Kissimmee-Melbourne
Road; run thence S68°38'10"E, parallel to the centerline of said road, 878.57 feet, run
thence S71°25'51"E, parallel to said centerline, 255.21 feet; run thence N28°16'35"E along
the Westerly Right of Way line of State Road 534-A, 1778.4 feet; run thence
S89°38'40"W, 2563.40 feet to the Point of Beginning, being in
Sections 3 and 10, Township 26 South, Range 31 East, Osceola County, Florida; LESS
AND EXCEPT: from the Northwest corner of the Southwest 1/4 of Section 3, run
N89°38'40"E, along the North line of said Southwest 1/4, 170.0 feet; run thence
South, parallel to the West line of said Southwest 1/4, 1928.61 feet; run thence
N89°38'40"E, 660.0 feet to the Point of Beginning; continue N89°38'40"E, 100.0 feet; run
thence South, 862.0 feet to the North Right of Way line of the Old Kissimmee-Melbourne
Road; run thence N68°38'10"W, 107.38 feet along said Right of Way; run thence
North, 822.26 feet to the Point of Beginning.

Total Area is 72.18 AC.



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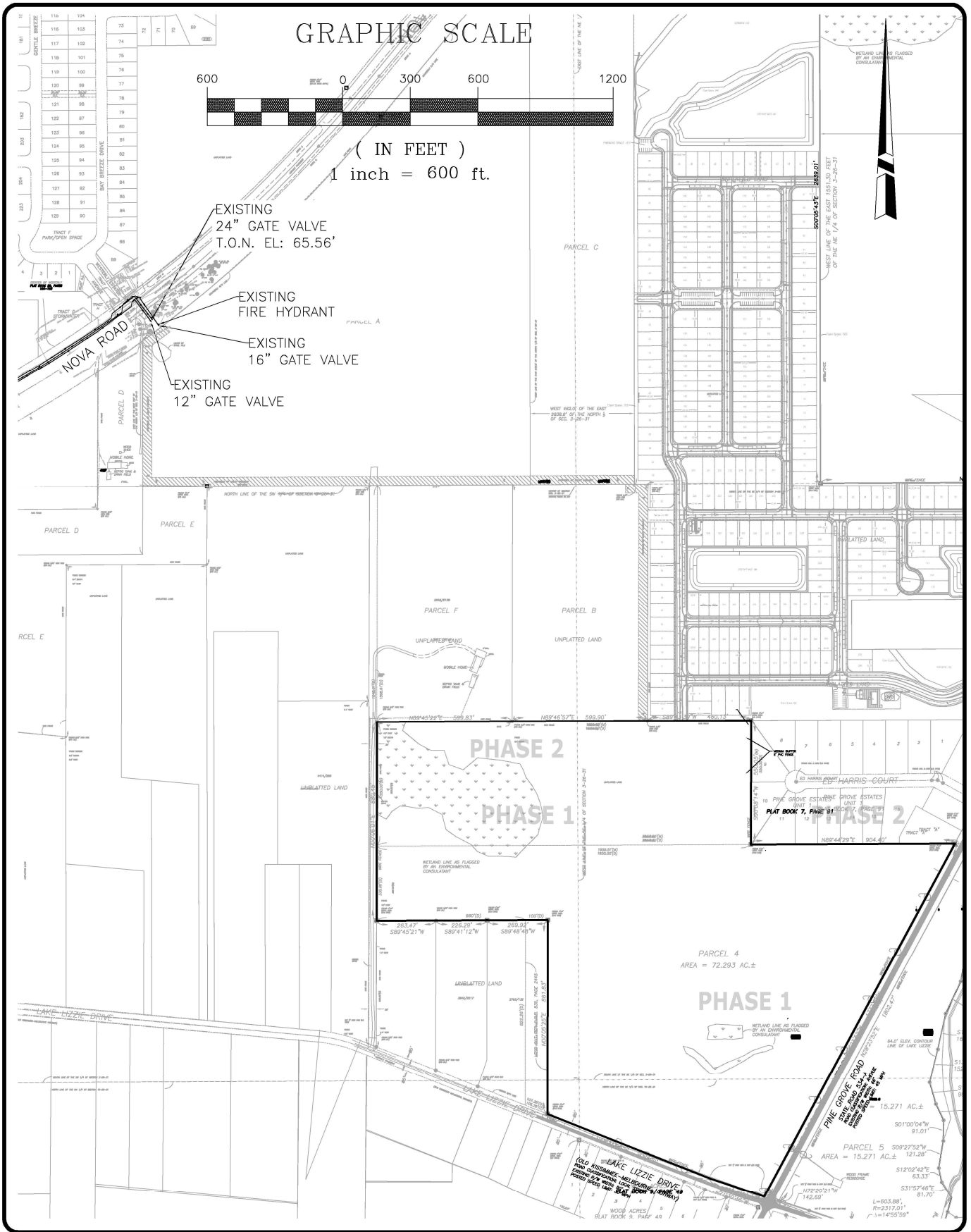
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HANSON, WALTER & ASSOCIATES, INC.

LAKE LIZZIE CDD

DISTRICT BOUNDARIES

DATE 11/02/2022 EXHIBIT 2.2 SHEET 2 OF 2




 8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
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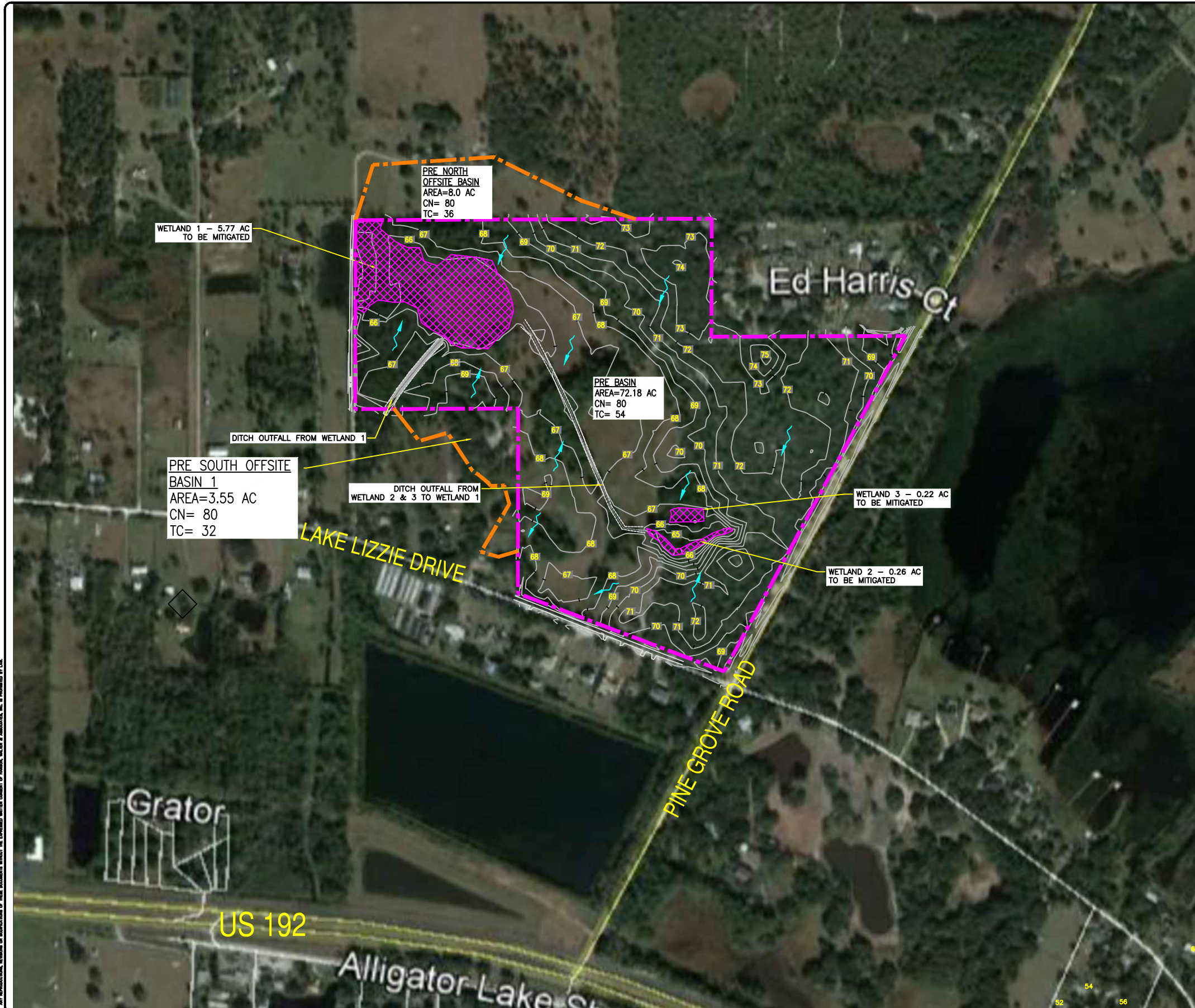
HANSON, WALTER & ASSOCIATES, INC.

LAKE LIZZIE CDD

EXISTING UTILITIES

DATE 11/02/2022 EXHIBIT 2.3

I:\5390\ENGINEERING\CADD\PLANS\EXIST UTIL EXHIBIT.dwg * Nov 22, 2022-11:51am * plotted by KHoslam



- NODES**
 A = STAGE/AREA
 V = STAGE/VOLUME
 T = TIME/STAGE
 M = MANHOLE
- BASINS**
 O = OVERLAND FLOW
 U = SCS UNIT CN
 S = SBUH CN
 Y = SCS UNIT GA
 Z = SBUH GA
- LINKS**
 P = PIPE
 W = WEIR
 C = CHANNEL
 D = DROP STRUCTURE
 B = BRIDGE
 R = RATING CURVE
 H = BREACH
 E = PERCOLATION
 F = FILTER
 X = EXFIL TRENCH

T: BNDRY
U: PRE BASIN
U: PRE NORTH OFFSITE BASIN
U: PRE SOUTH OFFSITE BASIN

PRE BASIN INFORMATION

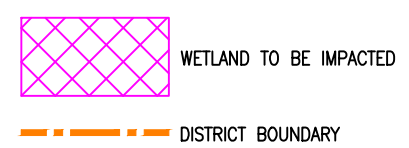
Land Use	Area (ac)		Area (sf)		Percent (%)
Building Roof Area	0.00	or	0	or	0.00
Wet Detention Pond	0.00	or	0	or	0.00
Pervious	65.93	or	2871773	or	91.34
Impervious	0.00	or	0	or	0.00
Wetlands	6.25	or	272387	or	8.66
TOTAL	72.18		3,144,160		100

PRE NORTH OFFSITE BASIN INFORMATION

Land Use	Area (ac)		Area (sf)		Percent (%)
Building Roof Area	0.00	or	0	or	0.00
Wet Detention Pond	0.00	or	0	or	0.00
Pervious	8.00	or	348480	or	100.00
Impervious	0.00	or	0	or	0.00
Wetlands	0.00	or	0	or	0.00
TOTAL	8.00		348,480		100

PRE SOUTH BASIN INFORMATION

Land Use	Area (ac)		Area (sf)		Percent (%)
Building Roof Area	0.00	or	0	or	0.00
Wet Detention Pond	0.00	or	0	or	0.00
Pervious	3.55	or	154657	or	100.00
Impervious	0.00	or	0	or	0.00
Wetlands	0.00	or	0	or	0.00
TOTAL	3.55		154,657		100



DESIGN	CH	F.B. NO.		SEC.	03
DRAWN	RS	PAGE		TWP.	26 S
CHECKED	RN	SCALE	AS SHOWN	RANGE	31 E
CAD#		DATE	11/02/22		
DATE	BY	REVISIONS			

8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708
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 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
 ENGINEERING, SURVEYING AND PLANNING

Hanson, Walter & Associates, Inc.

LAKE LIZZIE CDD

EXISTING DRAINAGE MAP

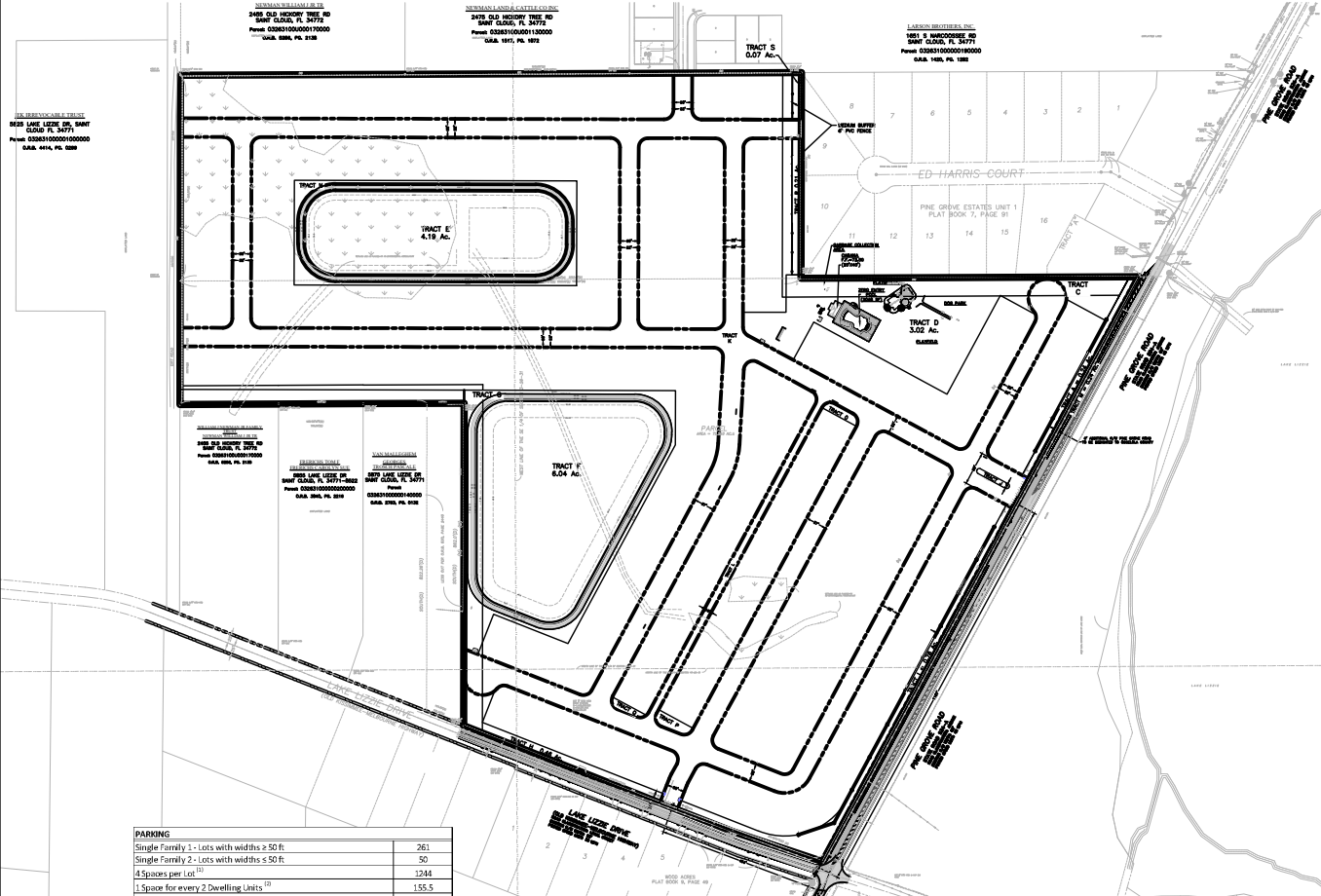
EXHIBIT 2.4
 11/02/22
 JOB No. 5390

I:\5390\ENGINEERING\CADD\PLANS\EXHIBITS\2022_11-02_UPDATED\2.4_5390_EXIST_DRAIN_MAP_EXHIBIT.dwg * Nov 22, 2022-1:36pm * plotted by Khteam

Legend

- JURISDICTIONAL WETLAND (TO BE MITIGATED)
- EXISTING PAVEMENT FOR LAKE LIZZIE RD. & PINE GROVE RD.
- PROPOSED PAVEMENT FOR INTERNAL ROAD
- PROPOSED CONCRETE
- NUMBER OF PARKING SPACES

TRACT	ACREAGE	PLANNED USE	OWNERSHIP	MAINTENANCE
TRACT A	0.24 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT C	0.32 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT D	3.02 AC	RECREATIONAL AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT E	4.19 AC	OPEN SPACE/WATER MANAGEMENT/LANDSCAPE	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT F	6.04 AC	OPEN SPACE/WATER MANAGEMENT/LANDSCAPE	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT G	1.48 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT H	0.46 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT I	0.76 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT J	0.03 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT K	12.41 AC	PUBLIC ROADWAY (STREET A - STREET H)	OSCEOLA COUNTY	OSCEOLA COUNTY
TRACT L	0.46 AC	PRIVATE (ALLEY)	DISTRICT	DISTRICT
TRACT M	0.24 AC	DEDICATED R/W AREA	PUBLIC	
TRACT N	0.66 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT O	0.06 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT P	0.07 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT Q	0.04 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT R	0.21 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.
TRACT S	0.07 AC	OPEN SPACE/LANDSCAPE AREA	DISTRICT	DISTRICT & HOMEOWNERS ASSOC.



PARKING		
Single Family 1 - Lots with widths ≥ 50 ft		261
Single Family 2 - Lots with widths ≤ 50 ft		50
4 Spaces per Lot ⁽¹⁾		1244
1 Space for every 2 Dwelling Units ⁽²⁾		155.5
Total Parking (Required)		1400
Provided		
Parking per Front Dwelling (261)(2 Car Garage + 2 Car Driveway)		984
Parking per Rear Load Dwelling (53)(2 Car Driveway)		208
Parking per Side Load Dwelling (13)(2 Car Garage + 2 Car Driveway)		52
On-Street Parking and Parking Lot		156
Total Parking Provided		1400

1) Parking Requirement based upon LDC 4.7.8
2) Parking Requirement based upon LDC 4.6.1.B

SITE FABRICATION FOR PHASE 1	
Project Area (Total)	72,280
Single Family 1 - Lots with widths ≥ 50 ft	11
Single Family 2 - Lots with widths ≤ 50 ft	57
Lots (Phase 1)	300

RECREATION CALCULATION				
Name	Area (sq)	Credit Allocation	Rec. Credit (sq)	
TRACT D - Recreation Tract (Includes Cabana and Pool)	3.02	1:1 ratio (Open Credit Area)	3.02	
Adjusted Recreation Credit (Building Amenity)(Play Structure)	8,392 sq ft	1 acre for 5,000 of Building Amenity	1.74	
Adjusted Recreation Credit (Non-Building Amenity)(Dog Park)	6,000 sq ft	1 acre for 25,000 of Non-Building Amenity	0.24	
Adjusted Recreation Credit (Non-Building Amenity)	13,500 sq ft	1 acre for 25,000 of Non-Building Amenity	0.54	
TRACT E/F - Stormwater Pond	6.04	20% of pond	1.21	
Total Recreation Provided			5.51	
Recreation Required per LDC 4.10.2.1 (1 acre per 50 lot)			3.06	

SITE FABRICATION FOR PHASE 2	
Project Area (Total)	72,280
Single Family 1 - Lots with widths ≥ 50 ft	11
Single Family 2 - Lots with widths ≤ 50 ft	57
Lots (Phase 2)	118

RECREATION CALCULATION				
Name	Area (sq)	Credit Allocation	Rec. Credit (sq)	
TRACT D - Recreation Tract (Includes Cabana and Pool Area)	3.02	1:1 ratio (Open Credit Area)	3.02	
Adjusted Recreation Credit (Building Amenity)(Play Structure)	8,392 sq ft	1 acre for 5,000 of Building Amenity	1.84	
Adjusted Recreation Credit (Non-Building Amenity)(Dog Park)	6,000 sq ft	1 acre for 25,000 of Non-Building Amenity	0.24	
Adjusted Recreation Credit (Non-Building Amenity)	6,000 sq ft	1 acre for 25,000 of Non-Building Amenity	0.24	
TRACT E/F - Stormwater Pond	4.19	20% of pond	0.84	
Total Recreation Provided			5.98	
Recreation Required per LDC 4.10.2.1 (1 acre per 50 lot)			3.06	

SITABULATION	
Project Area	Total
Lots	318

RECREATION CALCULATION				
Name	Area (sq)	Credit Allocation	Rec. Credit (sq)	
TRACT D - Recreation Tract	3.02	1:1 ratio (Open Credit Area)	3.02	
Adjusted Recreation Credit (Building Amenity)(Play Structure)	11,780 sq ft	1 acre for 5,000 of Building Amenity	2.56	
Adjusted Recreation Credit (Non-Building Amenity)(Dog Park)	6,000 sq ft	1 acre for 25,000 of Non-Building Amenity	0.24	
Adjusted Recreation Credit (Non-Building Amenity)	13,500 sq ft	1 acre for 25,000 of Non-Building Amenity	0.54	
TRACT E/F - Stormwater Pond	10.23	20% of pond	2.05	
Total Recreation Provided			8.41	
Recreation Required per LDC 4.10.2.1 (1 acre per 50 lot)			6.22	
Additional Area of Recreation Above Requirement (LDC 4.10.2.1.6)			2.19	2:1 ratio towards open space

OPEN SPACE CALCULATION				
Name	Area (sq)	Credit Allocation	Rec. Credit (sq)	
TRACT A - Open Space/Landscape Area	0.24	1:1 ratio	0.24	
TRACT C - Open Space/Landscape Area	0.32	1:1 ratio	0.32	
TRACT D - Recreational Area	3.02	1:1 ratio	3.02	
TRACT E - Open Space/Water Management/Landscape	4.19	1:1 ratio or OWE (Up to 50% Total Open Space)	2.10	
TRACT F - Open Space/Water Management/Landscape	6.04	1:1 ratio or OWE (Up to 50% Total Open Space)	3.02	
TRACT G - Open Space/Landscape Area	1.48	1:1 ratio	1.48	
TRACT H - Open Space/Landscape Area	0.46	1:1 ratio	0.46	
TRACT I - Open Space/Landscape Area	0.76	1:1 ratio	0.76	
TRACT J - Open Space/Landscape Area	0.03	1:1 ratio	0.03	
TRACT K - Public Roadway (Street A - Street H)	12.41	1:1 ratio	12.41	
TRACT L - Private (Alley)	0.46	1:1 ratio	0.46	
TRACT M - Dedicated R/W Area	0.24	1:1 ratio	0.24	
TRACT N - Open Space/Landscape Area	0.66	1:1 ratio	0.66	
TRACT O - Open Space/Landscape Area	0.06	1:1 ratio	0.06	
TRACT P - Open Space/Landscape Area	0.07	1:1 ratio	0.07	
TRACT Q - Open Space/Landscape Area	0.04	1:1 ratio	0.04	
TRACT R - Open Space/Landscape Area	0.21	1:1 ratio	0.21	
TRACT S - Open Space/Landscape Area	0.07	1:1 ratio	0.07	
Note: Tract V, L&M are not included in Open Space				
Excess Recreational Space	1.76	2:1 ratio	0.55	
Total Open Space Provided			16.09	
Open Space Required per LDC 4.10.1 (100% of Project Area)			14.46	

HANSON, WALTER & ASSOCIATES, INC.
 8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
 PHONE: (407) 847-9433 FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
 ENGINEERING, SURVEYING AND PLANNING

LAKE LIZZIE CDD
PROPOSED SITE PLAN
 DATE 11/02/2022 EXHIBIT 3.1

SECTION VII

AGREEMENT

THIS AGREEMENT made and entered into this 14 day of March, 2023, by and between **Lake Lizzie Community Development District**, an independent special district created by Resolution No. 2023-35 (hereinafter referred to as "the District), whose address is 219 E Livingston Street, Orlando, Florida 32801, and the **OSCEOLA COUNTY TAX COLLECTOR**, a constitutional officer of the State of Florida, whose address is 2501 E. Irlo Bronson Memorial Hwy, Kissimmee, Florida 34744 (hereinafter referred to as "Tax Collector").

WITNESSETH:

WHEREAS, the District is authorized to impose non-ad valorem assessments and by resolution has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments, as authorized by Section 197.3632, Florida Statutes (2021); and

WHEREAS, the uniform methodology with its enforcement provisions including the use of tax certificates and tax deeds for enforcing against any delinquencies, is more fair to the delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the uniform method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the Tax Collector which will produce positive economic benefits to Osceola; and

WHEREAS, as the uniform methodology will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632 (2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing said section; and

WHEREAS, Section 197.3632 (7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge a non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632 (8) (c), Florida Statutes, provides that the District shall compensate the Tax Collector for actual costs of collection of non-ad valorem assessments and, Section 192.091(2)(b), Florida Statutes, entitles Tax Collector to receive a 2% commission.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem assessments levied by the District to include reimbursement by the District to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; any costs involved in separate mailings because of non-merger of any non-ad valorem assessment roll as certified by Lake Lizzie Community Development District Board of Supervisors Chairman or its designee, pursuant to Section 197.3632 (7), Florida Statutes; and for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632 (2), Florida Statutes,

ARTICLE II

TERM

The term of this Agreement shall commence on January 1, and shall run through December 31 of the same year, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each. However, the Lake Lizzie Community Development District Board of Supervisors shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue, by January 10 in any calendar year in which it intends to discontinue to use the uniform method of collecting each such assessment pursuant to Section 197.3632 (6), Florida Statutes.

ARTICLE III

COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall comply with all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments by, and any ordinances promulgated by Osceola County not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to said statutes.

This Agreement incorporates the provisions of Section 197.3632, Florida Statutes as they exist on the date of execution hereof and as they may be from time to time hereafter be amended or renumbered.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF THE DISTRICT

The District agrees, covenants and contracts to:

(a) Timely reimburse the Tax Collector for actual collection costs incurred pursuant to Section 197.3632, Florida Statutes;

(b) Timely reimburse Tax Collector for necessary administrative costs for the Collection and enforcement of the applicable non-ad valorem assessment by the Tax Collector pursuant to Section 197.3632(2), Florida Statutes, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

(c) To timely pay for or alternatively to timely reimburse the Tax Collector for any separate tax notice necessitated by the Tax Collector not being able to merge the non-ad valorem assessment roll certified by the District Chairman or, its designee pursuant to Section 197.3632 (7), Florida Statutes.

(d) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of Revenue thereunder.

(e) By September 15 of each calendar year, the chairperson of the District, or its designee, shall officially certify to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise conforming in format to that contained on the ad- valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The District shall post the non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions.

(f) The District agrees to cooperate with the Tax Collector to implement the uniform method of notice, levy, collection and enforcement of each non-ad valorem assessment, pursuant to, and consistent with, all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

ARTICLE V

DUTIES OF THE TAX COLLECTOR

(a) The Tax Collector shall timely perform all acts and duties required of a tax collector under the provisions of sections 197.3632 and 197.3635, Florida Statutes and the rules promulgated from time to time by the Department of Revenue.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused these presents to be signed by their duly authorized officers, the date first above written.

ATTEST:

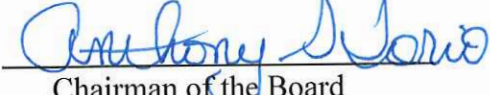

Witness

Tax Collector


Bruce Vickers

ATTEST:


Secretary

By: 
Chairman of the Board

SECTION VIII

SECTION C

SECTION 1

Lake Lizzie
Community Development District

Unaudited Financial Reporting
February 28, 2023



Table of Contents

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

Lake Lizzie
Community Development District
Combined Balance Sheet
February 28, 2023

	<i>General Fund</i>	<i>Totals Governmental Funds</i>
Assets:		
Operating Account	\$ 10,271	\$ 10,271
Due from Developer	\$ 26,713	\$ 26,713
Total Assets	\$ 36,984	\$ 36,984
Liabilities:		
Accounts Payable	\$ 31,789	\$ 31,789
Total Liabilites	\$ 31,789	\$ 31,789
Fund Balance:		
Unassigned	\$ 5,195	\$ 5,195
Total Fund Balances	\$ 5,195	\$ 5,195
Total Liabilities & Fund Balance	\$ 36,984	\$ 36,984

Lake Lizzie

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2023

	Adopted Budget	Prorated Budget Thru 02/28/23	Actual Thru 02/28/23	Variance
Revenues:				
Developer Contributions	\$ 114,178	\$ 43,463	\$ 43,463	\$ -
Total Revenues	\$ 114,178	\$ 43,463	\$ 43,463	\$ -
Expenditures:				
General & Administrative:				
Supervisors Fees	\$ 11,000	\$ 4,000	\$ -	\$ 4,000
FICA Expense	\$ 842	\$ 306	\$ -	\$ 306
Engineering	\$ 13,750	\$ 5,000	\$ -	\$ 5,000
Attorney	\$ 22,917	\$ 8,333	\$ 10,601	\$ (2,268)
Management Fees	\$ 34,375	\$ 12,500	\$ 12,500	\$ -
Information Technology	\$ 1,650	\$ 600	\$ 600	\$ -
Website Maintenance	\$ 2,850	\$ 1,036	\$ 2,150	\$ (1,114)
Telephone	\$ 275	\$ 100	\$ -	\$ -
Postage & Delivery	\$ 917	\$ 333	\$ -	\$ 333
Insurance	\$ 5,000	\$ 5,000	\$ 3,740	\$ 1,260
Printing	\$ 917	\$ 333	\$ -	\$ 333
Legal Advertising	\$ 13,750	\$ 5,000	\$ 8,527	\$ (3,527)
Contingency	\$ 4,583	\$ 1,667	\$ -	\$ 1,667
Office Supplies	\$ 573	\$ 208	\$ -	\$ 208
Travel Per Diem	\$ 605	\$ 220	\$ -	\$ 220
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 150	\$ 25
Total General & Administrative:	\$ 114,178	\$ 44,812	\$ 38,268	\$ 6,444
Total Expenditures	\$ 114,178	\$ 44,812	\$ 38,268	\$ 6,444
Excess Revenues (Expenditures)	\$ -		\$ 5,195	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 5,195	

Lake Lizzie
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ 43,463	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,463
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 43,463	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,463
Expenditures:													
<i>General & Administrative:</i>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 2,694	\$ 3,994	\$ 552	\$ 3,363	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,601
Management Fees	\$ -	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Information Technology	\$ -	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Website Maintenance **	\$ -	\$ 100	\$ 100	\$ 1,850	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,150
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ 3,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,740
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ 540	\$ 1,416	\$ 6,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,527
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Total General & Administrative:	\$ 2,694	\$ 8,059	\$ 5,342	\$ 18,799	\$ 3,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,268
Total Expenditures	\$ 2,694	\$ 8,059	\$ 5,342	\$ 18,799	\$ 3,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,268
Excess Revenues (Expenditures)	\$ (2,694)	\$ (8,059)	\$ (5,342)	\$ (18,799)	\$ 40,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,195

SECTION 2

Lake Lizzie
Community Development District

Funding Request #2
February 28, 2023

Bill to: Hanover Tyson, LLC

Payee	CAPITAL PROJECTS ⁽¹⁾		General Fund
	FY2023		FY2023
1 Kutak Rock LLP			
Invoice # 3141312 - General Counsel			\$ 2,693.57
Invoice # 3141313 - Bond Validation	\$	542.50	
Invoice # 3156466 - Bond Validation	\$	417.50	
Invoice # 3156467 - General Counsel			\$ 3,993.51
Invoice # 3168584 - General Counsel			\$ 551.50
Invoice # 3168586 - Bond Validation	\$	2,067.50	
Invoice # 3182059 - General Counsel			\$ 3,362.50
Invoice # 3182060 - Project Construction	\$	928.00	
Invoice # 3182061 - Bond Validation	\$	3,115.54	
2 Orlando Sentinel			
Invoice # 066346479000 - Legal Advertising			\$ 530.68
Invoice # 066699713000 - Legal Advertising			\$ 2,081.00
	\$	7,071.04	\$ 13,212.76
Total:			\$ 20,283.80

Please make check payable to:

Lake Lizzie Community Development District
 6200 Lee Vista Blvd, Suite 300
 Orlando, FL 32822

RECEIVED DEC 12 2022

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

November 29, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3141312

Client Matter No. 29423-1

Mr. George Flint

Lake Lizzie CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3141312

29423-1

Re: General Counsel

For Professional Legal Services Rendered

10/04/22	M. Rigoni	0.20	53.00	Confer with Flint and Brookes regarding organizational meeting
10/17/22	D. Wilbourn	1.80	306.00	Update and revise organizational meeting documents
10/18/22	M. Rigoni	2.70	715.50	Revise records retention memorandum and policies resolution
10/18/22	D. Wilbourn	2.10	357.00	Revise organizational meeting documents; request ordinance
10/19/22	D. Wilbourn	0.20	34.00	Update notice of establishment for recording
10/21/22	M. Rigoni	0.10	26.50	Confer with Virgen regarding organizational meeting documents
10/25/22	M. Rigoni	1.60	424.00	Review organizational meeting documents
10/26/22	M. Rigoni	0.40	106.00	Confer with Hindle regarding engineer's report; confer with Iorio regarding bond financing team and budget funding agreements; confer with Brookes regarding organizational meeting agenda items

KUTAK ROCK LLP

Lake Lizzie CDD
November 29, 2022
Client Matter No. 29423-1
Invoice No. 3141312
Page 2

10/26/22	S. Sandy	0.60	192.00	Prepare for organizational meeting; prepare notice of establishment; conduct follow-up regarding the establishment ordinance
10/26/22	D. Wilbourn	2.60	442.00	Update and revise organizational meeting documents; prepare website services agreement; disseminate organizational meeting documents; communications with district manager

TOTAL HOURS 12.30

TOTAL FOR SERVICES RENDERED \$2,656.00

DISBURSEMENTS

Filing and Court Fees 37.00
Freight and Postage 0.57

TOTAL DISBURSEMENTS 37.57

TOTAL CURRENT AMOUNT DUE \$2,693.57

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

November 29, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3141313

Client Matter No. 29423-4

Mr. George Flint
 Lake Lizzie CDD
 c/o Governmental Management Services-Central Florida, LLC
 219 East Livingston Street
 Orlando, FL 32801

Invoice No. 3141313
 29423-4

Re: Validation

For Professional Legal Services Rendered

10/19/22	M. Rigoni	0.70	185.50	Revise validation complaint
10/20/22	M. Rigoni	0.30	79.50	Review Wilhelm comments on validation complaint
10/20/22	S. Sandy	0.30	96.00	Prepare complaint
10/20/22	D. Wilbourn	0.60	102.00	Update and revise complaint
10/24/22	M. Rigoni	0.30	79.50	Review validation complaint

TOTAL HOURS 2.20

TOTAL FOR SERVICES RENDERED \$542.50

TOTAL CURRENT AMOUNT DUE \$542.50

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

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

Federal ID 47-0597598

December 22, 2022

Check Remit To:

Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3156466
Client Matter No. 29423-4

RECEIVED

DEC 27 2022

Mr. George Flint
Lake Lizzie CDD
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3156466
29423-4

Re: Validation

For Professional Legal Services Rendered

11/02/22	D. Wilbourn	0.30	51.00	Update and revise validation complaint
11/03/22	M. Rigoni	0.10	26.50	Update status chart; attend conference call
11/04/22	M. Rigoni	0.80	212.00	Finalize validation complaint
11/09/22	S. Sandy	0.20	64.00	Review validation complaint; conduct follow-up regarding engineer's report for validation filing
11/16/22	S. Sandy	0.20	64.00	Follow-up regarding engineer's report for validation filing
TOTAL HOURS		1.60		

KUTAK ROCK LLP

Lake Lizzie CDD

December 22, 2022

Client Matter No. 29423-4

Invoice No. 3156466

Page 2

TOTAL FOR SERVICES RENDERED \$417.50

TOTAL CURRENT AMOUNT DUE \$417.50

UNPAID INVOICES:

November 29, 2022 Invoice No. 3141313 542.50

TOTAL DUE \$960.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

December 22, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3156467

Client Matter No. 29423-1

RECEIVED

DEC 27 2022

Mr. George Flint

Lake Lizzie CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3156467

29423-1

Re: General Counsel

For Professional Legal Services Rendered

11/01/22	M. Rigoni	0.10	26.50	Confer with Brookes
11/01/22	S. Sandy	3.40	1,088.00	Prepare for organizational meeting
11/02/22	S. Sandy	3.90	1,248.00	Prepare for, travel to, and attend organizational meeting; conduct follow-up regarding same; return travel
11/02/22	D. Wilbourn	1.70	289.00	Organizational meeting follow-up; prepare landowner election documents; prepare notices and resolutions for adoption of rules of procedure; prepare budget adoption notice and resolution; prepare uniform method notice and resolution; prepare assessment hearing notices and resolution
11/03/22	M. Rigoni	0.20	53.00	Update development status chart; attend conference call
11/03/22	S. Sandy	0.20	64.00	Attend monthly project status call; conduct organizational meeting follow-up

KUTAK ROCK LLP

Lake Lizzie CDD
December 22, 2022
Client Matter No. 29423-1
Invoice No. 3156467
Page 2

11/07/22	M. Rigoni	2.80	742.00	Prepare notices for master debt assessment hearing, uniform method, landowner election, FY 2023 budget and rule of procedure; prepare affidavit of mailing and checklists; confer with Brookes regarding same; finalize landowner proxy for Hanover and confer with Orosz
11/09/22	M. Rigoni	0.30	79.50	Review final declaring resolution; follow up with Hindle regarding final engineer's report
11/17/22	M. Rigoni	0.10	26.50	Attend development status call with Iorio, Sandy and Tran
11/17/22	S. Sandy	0.10	32.00	Attend project status call
11/28/22	D. Wilbourn	0.60	102.00	Compile execution version of interlocal agreement and confer with Sandy
11/30/22	M. Rigoni	0.20	53.00	Confer with Hindle; update status chart
11/30/22	S. Sandy	0.10	32.00	Review correspondence from DEO

TOTAL HOURS 13.70

TOTAL FOR SERVICES RENDERED \$3,835.50

DISBURSEMENTS

Meals 9.15
Travel Expenses 148.86

TOTAL DISBURSEMENTS 158.01

TOTAL CURRENT AMOUNT DUE \$3,993.51

UNPAID INVOICES:

November 29, 2022 Invoice No. 3141312 2,693.57

TOTAL DUE \$6,687.08

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 18, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3168584

Client Matter No. 29423-1

RECEIVED

JAN 19 2023

Mr. George Flint
Lake Lizzie CDD
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3168584
29423-1

Re: General Counsel

For Professional Legal Services Rendered

12/01/22	M. Rigoni	0.10	26.50	Attend development status call
12/01/22	M. Rigoni	0.20	53.00	Confer with Diaz regarding finalization and recording of interlocal agreement between the District and Osceola County
12/01/22	S. Sandy	0.30	96.00	Attend project status call; confer regarding Interlocal Agreement
12/02/22	M. Rigoni	0.10	26.50	Confer with Brookes regarding status of various public hearings and landowner election notices
12/02/22	M. Rigoni	0.20	53.00	Confer with Hindle regarding engineer's report; confer with Sutton regarding finalization of interlocal agreement
12/08/22	M. Rigoni	0.30	79.50	Confer with staff regarding bond resolution
12/08/22	D. Wilbourn	0.40	68.00	Communications with district manager regarding delegation resolution
12/16/22	M. Rigoni	0.10	26.50	Follow up with Sutton regarding

KUTAK ROCK LLP

Lake Lizzie CDD

January 18, 2023

Client Matter No. 29423-1

Invoice No. 3168584

Page 2

12/16/22	S. Sandy	0.20	64.00	status of interlocal agreement approval
12/20/22	M. Rigoni	0.10	26.50	Confer with Adams regarding publication of notices
12/22/22	S. Sandy	0.10	32.00	Confer with Flint regarding rescheduled meetings
				Follow-up regarding landowner election
TOTAL HOURS		2.10		
TOTAL FOR SERVICES RENDERED				\$551.50
TOTAL CURRENT AMOUNT DUE				\$551.50
UNPAID INVOICES:				
November 29, 2022		Invoice No. 3141312		2,693.57
December 22, 2022		Invoice No. 3156467		3,993.51
TOTAL DUE				<u>\$7,238.58</u>

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 18, 2023

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PO Box 30057

Omaha, NE 68103-1157

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Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3168586

Client Matter No. 29423-4

RECEIVED

JAN 19 2023

Mr. George Flint

Lake Lizzie CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3168586

29423-4

Re: Validation

For Professional Legal Services Rendered

12/08/22	M. Rigoni	0.80	212.00	Final review of finalized master engineer's report, complaint and exhibits for filing
12/08/22	S. Sandy	0.20	64.00	Confer regarding authorization resolution
12/09/22	M. Rigoni	0.60	159.00	Confer with Brookes regarding bond resolution; finalize bond validation complaint and exhibit for filing; prepare draft answer and acknowledgment of service and confer with Perry
12/09/22	D. Wilbourn	1.20	204.00	Prepare and file validation complaint
12/12/22	D. Wilbourn	1.20	204.00	Compile validation materials for joint stipulation
12/13/22	D. Wilbourn	1.00	170.00	Prepare validation documents and exhibits
12/15/22	D. Wilbourn	0.70	119.00	Prepare joint stipulation and supporting documents
12/16/22	M. Rigoni	0.20	53.00	Review state's filings; confer with staff regarding status of validation

KUTAK ROCK LLP

Lake Lizzie CDD
January 18, 2023
Client Matter No. 29423-4
Invoice No. 3168586
Page 2

12/16/22	D. Wilbourn	0.60	102.00	items; coordinate hearing times Communications regarding judicial assignment and coordination of hearing date
12/19/22	S. Sandy	0.10	32.00	Review correspondence regarding show cause hearing
12/19/22	D. Wilbourn	0.80	136.00	Coordinate show cause hearing
12/20/22	M. Rigoni	0.30	79.50	Finalize notice and order to show cause and confer with Perry
12/20/22	D. Wilbourn	0.70	119.00	Prepare notice and order to show cause

TOTAL HOURS 8.40

TOTAL FOR SERVICES RENDERED \$1,653.50

DISBURSEMENTS

Filing and Court Fees 414.00

TOTAL DISBURSEMENTS 414.00

TOTAL CURRENT AMOUNT DUE \$2,067.50

UNPAID INVOICES:

November 29, 2022	Invoice No. 3141313	542.50
December 22, 2022	Invoice No. 3156466	417.50

TOTAL DUE \$3,027.50

RECEIVED FEB 21 2023

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 20, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3182059

Client Matter No. 29423-1

Mr. George Flint
Lake Lizzie CDD
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3182059

29423-1

Re: General Counsel

For Professional Legal Services Rendered

01/04/23	M. Rigoni	0.20	55.00	Research status of outstanding district business
01/04/23	S. Sandy	0.10	32.00	Confer regarding draft agenda
01/05/23	M. Rigoni	0.20	55.00	Review County agenda and staff report for interlocal agreement approval
01/07/23	K. Magee	0.30	78.00	Prepare memorandum regarding statutory notice requirements
01/09/23	M. Rigoni	2.10	577.50	Confer with Brooks and Flint regarding publisher's affidavit requirements; prepare various resolutions ratifying resetting of landowners' meeting, budget, uniform method, rules of procedure and master debt assessment public hearings; monitor County meeting for interlocal agreement approval
01/10/23	M. Rigoni	0.20	55.00	Confer with Brooks regarding publisher's affidavits; confer with Sutton regarding approved interlocal

KUTAK ROCK LLP

Lake Lizzie CDD

February 20, 2023

Client Matter No. 29423-1

Invoice No. 3182059

Page 2

01/11/23	M. Rigoni	0.60	165.00	agreement Update development status chart; review revised publisher's affidavits for landowner election and rules of procedure public hearing; review executed and recorded interlocal agreement with County; review landowner election proxy
01/11/23	S. Sandy	0.20	64.00	Review interlocal agreement; confer regarding same; confer with Adams regarding landowner election
01/12/23	M. Rigoni	0.30	82.50	Attend development status call; update status chart and follow up
01/17/23	S. Sandy	0.30	96.00	Prepare for and attend landowner election; conduct follow-up regarding same
01/18/23	D. Wilbourn	0.40	68.00	Prepare resolution certifying landowner election
01/20/23	M. Rigoni	1.80	495.00	Finalize resolutions adopting uniform method, rules of procedure, FY 2023 budget and canvassing and certifying landowner election results; revise resolution levying master debt assessments and confer with Sandy regarding same
01/20/23	D. Wilbourn	0.50	85.00	Prepare landowner election results resolution
01/23/23	M. Rigoni	1.30	357.50	Finalize master debt levying assessment resolution; review draft agenda and provide comments; confer with Brooks regarding same
01/23/23	S. Sandy	0.90	288.00	Conduct landowner election follow-up; confer with Adams regarding same; prepare resolution canvassing election results; conduct follow-up regarding engineering RFQ
01/25/23	M. Rigoni	0.30	82.50	Update development status chart; confer with Brookes regarding updates to resolutions
01/26/23	M. Rigoni	1.70	467.50	Review final agenda and confer with Brookes regarding agenda items; prepare for board meeting

KUTAK ROCK LLP

Lake Lizzie CDD
February 20, 2023
Client Matter No. 29423-1
Invoice No. 3182059
Page 3

01/31/23	M. Rigoni	0.20	55.00	Follow up with Brookes regarding revisions to agenda items
01/31/23	S. Sandy	0.20	64.00	Prepare for board meeting

TOTAL HOURS 11.80

TOTAL FOR SERVICES RENDERED \$3,222.50

DISBURSEMENTS

Miscellaneous	140.00	VENDOR: HUSEBY GLOBAL LITIGATION; INVOICE#: 770176; DATE: 1/17/2023 - Transcript of Hearing Held on January 9, 2023
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TOTAL DISBURSEMENTS 140.00

TOTAL CURRENT AMOUNT DUE \$3,362.50

UNPAID INVOICES:

November 29, 2022	Invoice No. 3141312	2,693.57
December 22, 2022	Invoice No. 3156467	3,993.51
January 18, 2023	Invoice No. 3168584	551.50

TOTAL DUE \$10,601.08

RECEIVED FEB 21 2023

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 20, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3182060

Client Matter No. 29423-3

Mr. George Flint
Lake Lizzie CDD
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3182060
29423-3

Re: Series 2023 Project Construction

For Professional Legal Services Rendered

01/12/23	S. Sandy	0.10	32.00	Attend project status call
01/23/23	S. Sandy	0.40	128.00	Review Trinity Place plat
01/24/23	S. Sandy	2.40	768.00	Review Trinity Place plat; provide comments regarding same

TOTAL HOURS 2.90

TOTAL FOR SERVICES RENDERED \$928.00

TOTAL CURRENT AMOUNT DUE \$928.00

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KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 20, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3182061

Client Matter No. 29423-4

Mr. George Flint
Lake Lizzie CDD
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3182061
29423-4

Re: Validation

For Professional Legal Services Rendered

01/03/23	M. Rigoni	0.10	27.50	Follow up with Perry regarding notice and order to show cause
01/03/23	D. Wilbourn	0.50	85.00	Follow-up on status of validation materials
01/04/23	M. Rigoni	0.20	55.00	Research status of outstanding validation pleadings
01/04/23	D. Wilbourn	0.80	136.00	Prepare bond validation checklist
01/05/23	M. Rigoni	0.20	55.00	Confer with Wilbourn regarding submittal of notice and order to show cause
01/05/23	D. Wilbourn	0.80	136.00	Prepare cover letter and transmit notice and order to show cause to judge
01/09/23	M. Rigoni	0.20	55.00	Review state's filings
01/09/23	D. Wilbourn	1.20	204.00	Update and revise joint stipulation
01/13/23	M. Rigoni	0.10	27.50	Confer regarding status of validation
01/17/23	M. Rigoni	0.30	82.50	Review executed notice and order to show cause; confer with Iorio, Orosz, Hindle and Perry regarding judge reassignment

KUTAK ROCK LLP

Lake Lizzie CDD

February 20, 2023

Client Matter No. 29423-4

Invoice No. 3182061

Page 2

01/17/23	S. Sandy	0.20	64.00	Facilitate scheduling validation hearing
01/17/23	D. Wilbourn	0.50	85.00	Confer with Rigoni and Sandy regarding judicial assignment; revise notice and order to show cause
01/18/23	D. Wilbourn	0.40	68.00	Coordinate publication of notice and order to show cause
01/23/23	D. Wilbourn	1.20	204.00	Update and revise joint stipulation and supporting documents
01/24/23	D. Wilbourn	0.70	119.00	Update and revise joint stipulation and supporting documents
01/25/23	D. Wilbourn	1.70	289.00	Prepare pre-hearing memorandum of law; revise joint stipulation
01/26/23	D. Wilbourn	1.00	170.00	Update and revise joint stipulation
01/31/23	D. Wilbourn	0.80	136.00	Update and revise joint stipulation

TOTAL HOURS 10.90

TOTAL FOR SERVICES RENDERED \$1,998.50

DISBURSEMENTS

Miscellaneous 1,117.04 VENDOR: TRIBUNE PUBLISHING COMPANY LLC dba ORLAN; INVOICE#: 067808941000; DATE: 1/30/2023 - (2) Public Notices

TOTAL DISBURSEMENTS 1,117.04

TOTAL CURRENT AMOUNT DUE \$3,115.54

UNPAID INVOICES:

November 29, 2022	Invoice No. 3141313	542.50
December 22, 2022	Invoice No. 3156466	417.50
January 18, 2023	Invoice No. 3168586	2,067.50

TOTAL DUE \$6,143.04

Invoice Details

Billed Account Name: Lake Lizzie Cdd
Billed Account Number: CU80151963
Invoice Number: 066346479000
Invoice Amount: \$530.68
Billing Period: 01/02/23 - 01/08/23
Due Date: 02/07/23

All past due amounts are payable immediately

INVOICE

Page 1 of 2

Invoice Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
01/06/23	OSC66346479	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7355378				530.68

RECEIVED

JAN 27 2023

Invoice Total: \$530.68

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
1,946.40	540.11	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 01/02/23 - 01/08/23
Billed Account Name: Lake Lizzie Cdd
Billed Account Number: CU80151963
Invoice Number: 066346479000

Return Service Requested

1700000169 PRESORT 169 1 SP 0.570 P3C1



LAKE LIZZIE CDD
BRITTANY BROOKES
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

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

Orlando Sentinel
PO Box 8023
Willoughby, OH 44096



Orlando Sentinel

MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:

Lake Lizzie CDD - CU80151963
219 E Livingston St
Orlando, FL 32801

Bill To:

Lake Lizzie CDD - CU80151963
219 E Livingston St
Orlando, FL 32801

**State Of Florida
County Of Orange**

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Jan 06, 2023.

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



Rose Williams

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 20 day of January, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7355378

**REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES FOR THE LAKE
LIZZIE COMMUNITY DEVELOPMENT DISTRICT
RFQ FOR ENGINEERING SERVICES**

The Lake Lizzie Community Development District ("District"), located in Osceola County, Florida announces that professional engineering services will be required on a continuing basis for the District's capital improvements which may include work related to stormwater management system, stormwater retention ponds, stormwater collection infrastructure, lift stations, public roadways and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Osceola County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and, g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including

the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All applicants interested must submit one (1) original and one (1) electronic version of Standard Form No. 330 and Qualification Statement by 12:00 PM on Tuesday, January 24, 2023, to the attention of Mr. George S. Flint, c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth

in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and

Invoice

Billed Account Name: Lake Lizzie Cdd
 Billed Account Number: CU8015196
 Invoice Number: 06669971300
 Amount: 2,081.0
 Billing Period: 01/09/2023 - 01/15/2023
 Due Date: 02/14/2023
All past due amounts are payable immediately

RECEIVED FEB 27 2023

INVOICE

Invoice Details

Date	Tribune Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
01/09/2023	OSC66699713	Classified Listings, Display, Online Advertising 7356022				2,081.00

Invoice Total: 2,081.00

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
4,027.40	268.18	271.93	0.00	0.00	0.00



Please detach and return this portion with your payment.

Remittance Section

Billing Period: 01/09/2023 - 01/15/2023
 Billed Account Name: Lake Lizzie Cdd
 Billed Account Number: CU80151963
 Invoice Number: 066699713000

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

Orlando Sentinel

MEDIA GROUP

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OSCEOLA County, Florida

Sold To:

Lake Lizzie CDD - CU80151963
219 E Livingston St
Orlando, FL, 32801

Bill To:

Lake Lizzie CDD - CU80151963
219 E Livingston St
Orlando, FL, 32801

State Of Florida
County Of OSCEOLA

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if
authorized on Jan 09, 2023.

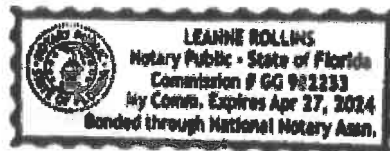
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50,
Florida Statutes.



Rose Williams

Signature of Affiant

Sworn to and subscribed before me on this 12 day of January, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped

Client Name: Lake Lizzie CDD
Advertiser: Main News/A007/FLA
Section/Page/Zone:
Description:
Ad Number: 7356022-1
Insertion Number:
Size: 3 x 21
Color Type: B&W

Orlando Sentinel
Publication Date: 01/09/2023
This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.



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THE MORNING CALL
Hartford Courant
THE BOSTON GLOBE
Daily Press
By Virginia-Pilot
Orlando Sentinel
SUBSentine!

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR MEETING OF THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors ("Board") of Lake Lizzie Community Development District ("District") will hold public hearings and a regular meeting at 6:00 a.m. on January 23, 2023, at the Orange Memorial Library, 2520 Orange Avenue, Orange, Florida 32767, to consider the proposed special assessments to be imposed on property owners within the District...

The District is not a special purpose local government responsible for providing infrastructure improvements for roads within the District. The infrastructure improvements are currently expected to include, but not limited to, water, public utilities, sewer, and other infrastructure improvements...

The Board of Supervisors ("Board") of Lake Lizzie Community Development District ("District") will hold public hearings and a regular meeting at 6:00 a.m. on January 23, 2023, at the Orange Memorial Library, 2520 Orange Avenue, Orange, Florida 32767, to consider the proposed special assessments to be imposed on property owners within the District...

The Board of Supervisors ("Board") of Lake Lizzie Community Development District ("District") will hold public hearings and a regular meeting at 6:00 a.m. on January 23, 2023, at the Orange Memorial Library, 2520 Orange Avenue, Orange, Florida 32767, to consider the proposed special assessments to be imposed on property owners within the District...

The Board of Supervisors ("Board") of Lake Lizzie Community Development District ("District") will hold public hearings and a regular meeting at 6:00 a.m. on January 23, 2023, at the Orange Memorial Library, 2520 Orange Avenue, Orange, Florida 32767, to consider the proposed special assessments to be imposed on property owners within the District...

RESOLUTION 2023-24
A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; PROVIDING THE LOCATION, NATURE AND ESTIMATED COST OF THESE INFRASTRUCTURE IMPROVEMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE SPECIAL ASSESSMENTS TO BE PAID BY THE PROPERTY OWNERS...

WHEREAS, the Board of Supervisors of the "Board" of the Lake Lizzie Community Development District ("District") hereby determines that the District is not a special purpose local government responsible for providing infrastructure improvements for roads within the District...

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NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR MEETING OF THE LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors ("Board") of Lake Lizzie Community Development District ("District") will hold public hearings and a regular meeting at 6:00 a.m. on February 1, 2023, at the West Orange Branch Library, 305 Cypress Street, Celebration, Florida 32714, to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within the District...

The District is not a special purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements are currently expected to include, but not limited to, water, public utilities, sewer, and other infrastructure improvements...

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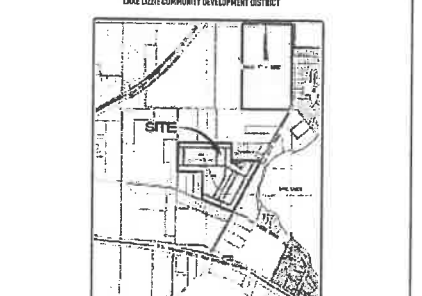
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LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT

Lake Lizzie
Community Development District

Funding Request #3
March 22, 2023

Bill to: Hanover Tyson, LLC

Payee		General Fund FY2023	
1	Orlando Sentinel		
	Invoice # 000000000000 - Legal Advertising	\$	1,336.72
		\$	1,336.72
		Total:	\$ 1,336.72

Please make check payable to:

Lake Lizzie Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

Invoice & Summary

Billed Account Name: Lake Lizzie Cdd
 Billed Account Number: CU80151963
 Invoice Number: 000000000000
 Amount: \$8,527.09
 Billing Period: 01/01/23 - 01/31/23
 Due Date: 01/31/23
All past due amounts are payable immediately

INVOICE/SUMMARY

Page 1 of 4

Invoice & Summary Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				540.11
<i>Current Activity</i>						
12/23/22	OSC65993246	Classified Listings, Online				766.86
12/30/22		Public Hearing/Bid/Misc_Legal 7348878				
12/30/22	OSC65993246	Classified Listings, Online				226.93
		Public Hearing/Bid/Misc_Legal 7349787				
12/31/22	OSC65993246	Classified Listings, Online				421.93
		Public Hearing/Bid/Misc_Legal 7349788				

Paid CK # 3

Paid CK # 3

Paid CK # 3

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
7,986.98	0.00	540.11	0.00	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 01/01/23 - 01/31/23
 Billed Account Name: Lake Lizzie Cdd
 Billed Account Number: CU80151963
 Invoice Number: 000000000000

Return Service Requested

LAKE LIZZIE CDD
 BRITTANY BROOKES
 219 E LIVINGSTON ST
 ORLANDO FL 32801-1508

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

Orlando Sentinel
 PO Box 8023
 Willoughby, OH 44096



Invoice & Summary Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
01/02/23 01/23/23	OSC67408145	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7350358				1,336.72
01/06/23	OSC66346479	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7355378		Paid CK # 7		530.68
01/09/23 01/16/23	OSC67053939	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7355563		Paid CK # 3		541.86
01/09/23	OSC66699713	Classified Listings, Display, Online Advertising 7356022		Paid CK # 7		2,081.00
01/16/23	OSC67053939	Classified Listings, Display, Online Advertising 7356065		Paid CK # 3		2,081.00
Total Current Advertising						7,986.98

Total: \$8,527.09

Published Daily
OSCEOLA County, Florida

Sold To:

Lake Lizzie CDD - CU80151963
219 E Livingston St
Orlando, FL 32801

Bill To:

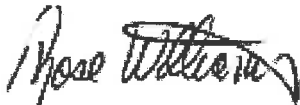
Lake Lizzie CDD - CU80151963
219 E Livingston St
Orlando, FL 32801

State Of Florida
County Of Osceola

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Jan 02, 2023; Jan 09, 2023;
Jan 16, 2023; Jan 23, 2023.

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



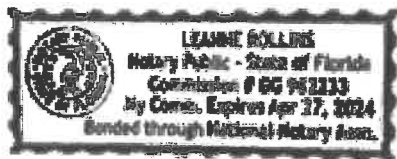
Rose Williams

Signature of Affiant Name of Affiant

Sworn to and subscribed before me on this 24 day of January, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7350358

**LAKE LIZZIE COMMUNITY DEVELOPMENT
DISTRICT NOTICE OF THE DISTRICT'S
INTENT TO USE THE UNIFORM METHOD OF
COLLECTION OF NON-AD VALOREM SPECIAL
ASSESSMENTS**

Notice is hereby given that the Lake Lizzie Community Development District (the "District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on February 1, 2023, at 12:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida 34747.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (the "Uniform Method") to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services, and improvements within and without the boundaries of the District, to consist of, among other things, roadway improvements, utility improvements, stormwater management facilities, undergrounding of electrical utilities, conservation/mitigation, landscape and irrigation improvement, and/or any other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Manager's office at 319 East Livingston Street, Orlando, Florida 32801, 407-941-5524, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Manager's Office.

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

George Flint
District Manager
1/02 1/09 1/14 1/23/2023 7350354