### Lake Lizzie Community Development District

Agenda

February 5, 2025

# AGENDA

## Lake Lizzie Community Development District

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

January 29, 2025

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, February 5, 2025, at 12:30 PM at the West Osceola Branch Library. 305 Campus St., Celebration. Following is the advance agenda for the regular meeting:

#### **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the December 4, 2024, Board of Supervisors Meeting
- 4. Consideration of Acquisition of Phase 1 Landscape, Hardscape and Irrigation Improvements
- 5. Ratification of Amendment to Landscape Agreement
- 6. Staff Reports
  - A. Attorney
    - i. Stormwater Ratification Bill O&M Requirements Memo
  - B. Engineer
  - C. Field Manager
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
- 7. Other Business
- 8. Supervisors Requests
- 9. Adjournment

# **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, **December 4, 2024** at 12:30 p.m. at the Hart Memorial Library, 211 East Dakin Ave., Kissimmee, Florida.

Present and constituting a quorum:

Tony IorioChairmanDoug BeasleyVice ChairmanRocky OwenAssistant SecretaryJason Lonas by phoneAssistant Secretary

Also present were:

Tricia Adams
District Manager, GMS
Michelle Rigoni by phone
District Counsel, Kutak Rock
Alan Scheerer
Field Manager, GMS

#### FIRST ORDER OF BUSINESS

#### Roll Call

Ms. Adams called the meeting to order and called the roll. Three Board members were present in person constituting a quorum. One Board member participated by phone.

#### SECOND ORDER OF BUSINESS

#### **Public Comment Period**

There were no members of the public present for the meeting and there were no members on the Zoom line.

#### THIRD ORDER OF BUSINESS

## Approval of Minutes of the November 6, 2024, Board of Supervisors Meeting

Ms. Adams presented the minutes from the November 6, 2024, Board of Supervisors meeting. She noted the minutes have been reviewed by staff. She asked the Board for any changes to the minutes. Hearing no changes to the minutes, Ms. Adams asked for a motion to approve.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Minutes of the November 6, 2024, Board of Supervisors Meeting, were approved

#### FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-03 Approving Acquisition of Phase 2 Improvements

Ms. Adams stated this resolution ratifies, confirms, and approves the Phase 2 improvements. She noted this resolution was prepared by District Counsel.

Ms. Rigoni added this resolution recognizes the amount the Board has already paid out.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2025-03, Approving Acquisition of Phase 2 Improvements, was approved.

#### FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2025-04 Ratifying Sale of Series 2024 bonds** 

Ms. Adams stated this resolution ratifies, confirms, and approves the actions of Board and staff relative to the Series 2024 bond issuance.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Resolution 2025-04, Ratifying Sales of Series 2024 Bonds, was approved.

#### SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-05 Extending Terms to Match General Election

Ms. Adams stated this resolution extends the terms of the Board member seats. She noted the elections will be held on even years from now on.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Resolution 2025-05 Extending Terms to Match General Election, was approved.

#### SEVENTH ORDER OF BUSINESS

### Consideration of Fiscal Year 2025 Developer Funding Agreement

Ms. Adams presented the Developer Funding agreement on page 29. She stated this is a supplement to the adopted budget and allows expenses such as landscape maintenance to be funded by the developer if needed. Ms. Adams stated that the adopted budget includes a contingency which will likely allow for the absorption of the additional maintenance expenses in 2025.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, the Fiscal Year 2025 Developer Funding Agreement, was approved.

#### EIGHTH ORDER OF BUSINESS

## **Consideration of Amended and Restated Disclosure of Public Financing**

Ms. Adams noted this item was added to the agenda. She stated this addresses the amended and restated disclosure that is required after the Series 2024 bonds were issued. She added this will notify the public of the debt service on the property.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, the Amended and Restated Disclosure of Public Financing, was approved.

#### NINTH ORDER OF BUSINESS

### Presentation of Series 2023 Arbitrage Rebate Report

Ms. Adams stated the tax-exempt bonds are regulated by the IRS and there is a penalty if they are earning more interest than what they are paying. She noted the report confirms that there is no rebate liability.

On MOTION by Mr. Owen, seconded by Mr. Beasley, with all in favor, the Series 2023 Arbitrage Rebate Report, was approved.

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#### TENTH ORDER OF BUSINESS

### Consideration of Data Sharing & Usage Agreement with Osceola County Property Appraiser

Ms. Adams stated the agreement would be effective January 1<sup>st</sup>, 2025, and would continue through December 31<sup>st</sup> of 2025.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Data Sharing & Usage Agreement with Osceola County Property Appraiser, was approved.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Staff Reports**

#### A. Attorney

Ms. Rigoni reminded the Board of the ethics training that must be completed by the end of the year.

#### B. Engineer

There being no comments, the next item followed.

#### C. Field Manager

#### i. Consideration of Yellowstone Service Proposal Effective January 1st

Mr. Scheerer stated they have met with Yellowstone onsite and have an additional meeting with them in the next few weeks over the irrigation system and other property details. He noted the alleyway on the map outlined is actually owned by the HOA and he will go back and fix the map. He stated the proposed work includes a one-time mulching, monthly irrigation inspections, and palm tree up-keep.

Ms. Adams added for Fiscal Year 2025, the District adopted a landscape maintenance budget of \$30,000 and the total cost for this proposal will be \$63,282. She stated they believe they will be able to operate within the current budget by utilizing contingency funds.

On MOTION by Mr. Iorio, seconded by Mr. Beasley with all in favor, the Yellowstone Service Proposal Effective January 1<sup>st</sup>, was approved.

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#### D. District Manager's Report

#### i. Approval of Check Register

Ms. Adams presented the check register out of the general fund from October 1, 2024, through October 31, 2024, with a total amount of \$7,709.11.

On MOTION by Mr. Iorio, seconded by Mr. Beasley with all in favor, the Check Register, was approved.

#### ii. Balance Sheet & Income Statement

Ms. Adams presented the balance sheet that is included in the agenda packet. No action was required at this time.

#### iii. Ratification of Series 2024 Bond Requisition No. 1

Ms. Adams stated this requisition is for \$1,742,682.95 and it has been fully executed and processed.

#### iv. Approval of Series 2024 Bond Requisition No. 2

Ms. Adams stated this bond requisition has not yet been signed by the District Engineer. She added this is for \$4,781.

On MOTION by Mr. Iorio, seconded by Mr. Beasley with all in favor, Ratification of Series 2024 Bond Requisition No. 1 and Approval of the Series 2024 Bond Requisition No. 2, was approved.

#### TWELTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

## THIRTEENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being no comments, the next item followed.

#### FOURTEENTH ORDER OF BUSINESS Adjournment

Ms. Adams asked for a motion to adjourn.

Secretary/Assistant Secretary	Chairman/Vice Chairman

# **SECTION IV**

#### **Description of Improvements to be Acquired:**

**Phase 1 Landscape & Irrigation Improvements**: All plants, trees, timber, shrubbery, and irrigation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

#### **ALSO INCLUDING**

**Phase 1 Hardscape Improvements**: All fencing and entry monumentation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, I, J, H, AND G, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

Note – work product previously acquired with Phase 1 acquisition

**Acquisition Costs**: none; by donation

## DOCUMENT CHECKLIST FOR LAKE LIZZIE CDD ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS (TRINITY PLACE PHASE 1)

	CDD DOCUMENTS		
$\boxtimes$	Letter from Hanover Tyson, LLC Requesting Acquisition		
-	Affidavit of Costs Paid (relying on language on BOS stating all costs paid & final pay app/lien releases from contractors)		
+	Affidavit for Deed		
	Special Warranty Deed  ☑ Developer to CDD (for tracts A, C, H, I, J, L, O, P, Q, R, AND S)  Quit Claim Deed		
	☐ Lake Lizzie Community Owners Association to CDD (for tracts A, C, H, I, J, L, O, P, Q, R, AND S)		
	Contractor Release & Warranty Agreements – These documents acknowledge that the District may rely upon any work product being acquired and is entitled to any warranties and rights under the respective work product and improvement contracts.		
	Contractors (Improvements)  ☐ FLS of Central Florida (Landscape & Irrigation)  ☒ Noble (Hardscape)		
	Lien Releases  ⊠ FLS of Central Florida (Landscape & Irrigation)  □ Noble (Hardscape)		
	Release of Restrictions for As-Builts.   Bonnet Design Group (Landscape Design)		
$\boxtimes$	Bills of Sale		
	⊠ Developer to CDD		
$\boxtimes$	Engineering Certification – Certification from the District Engineer regarding the acquisition		
+	Requisition — to be submitted to Trustee upon acquisition completion, against Series 2023  Acquisition and Construction Account (by donation)		

	SUPPORTING DOCUMENTS
	Contract(s) for Construction Services - A copy of any contract(s) entered into by and between the developer and the construction contractor under which the District Improvement was constructed, including any change orders, work authorizations, amendments, etc.
	<ul><li>         ⊠ FLS of Central Florida (Landscape &amp; Irrigation)     </li><li>         ⊠ Noble (Hardscape)     </li></ul>
$\boxtimes$	Documentation of Costs Paid – Includes copies of pay applications, cancelled checks, etc. – via final lien waiver
	☐ FLS of Central Florida (Landscape & Irrigation) ☐ Noble (Hardscape)
$\boxtimes$	Copy of Warranty/Maintenance Bond (if any)
	☑ Maintenance Bond in favor of County (expired 5/6/2025)
$\boxtimes$	As-Builts.
	⊠ N/A
$\boxtimes$	Final Inspections and Agency Sign-Off
	⋈ none specific to landscape tracts; Maintenance Bond provided to County and County acknowledged acceptance of ROW (except alleyway) throughout community

## HANOVER TYSON, LLC 605 COMMONWEALTH AVENUE, ORLANDO, FL 32814

December 20, 2024

Lake Lizzie Community Development District c/o Tricia Adams, District Manager Governmental Management Services – Central Florida, LLC 219 East Livingston Street Orlando, Florida 32801

Re: Lake Lizzie Community Development District (the "District")

Acquisition of Trinity Place - Phase 1 Landscape/Hardscape/Irrigation Improvements

Dear Tricia:

Pursuant to the Amended and Restated Acquisition Agreement (Master Project), effective April 11, 2023, you are hereby notified that Hanover Tyson, LLC ("Hanover") wishes to convey to the Lake Lizzie Community Development District (the "District") those certain improvements described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Improvements"). Hanover constructed the Improvements consistent with the District's Amended and Restated Master Engineer's Report dated November 2, 2022, as updated May 31, 2023, prepared by the District Engineer and the Improvements are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the Improvements to the District in exchange for the District's responsibility for maintenance obligations for the Improvements. Developer understands and acknowledges that any costs incurred by Developer in constructing the Improvements will not be reimbursed from any current or future series of Capital Improvement Revenue Bonds issued or to be issued by the District.

Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractor(s) (balance to finish and retainage). Such amounts do not affect completion of the Improvements. Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.

Sincerely.

HANOVER TYSON, LLC

Name: Andrew J. Orosz

Its: Vice President

cc: District Counsel

**District Engineer** 

**Enclosure** 

#### Description of Improvements to be Acquired:

**Phase 1 Landscape & Irrigation Improvements**: All plants, trees, timber, shrubbery, and irrigation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

#### ALSO INCLUDING

**Phase 1 Hardscape Improvements**: All fencing and entry monumentation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, I, J, H, AND G, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

#### PREPARED BY AND RETURN TO:

Michelle K. Rigoni KUTAK ROCK LLP 107 West College Avenue Tallahassee, Florida 32301

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 22 day of 2025, by HANOVER TYSON, LLC, a Florida limited liability company, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803, (hereinafter called the "grantor"), in favor of LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

#### WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, further described in **Exhibit A.** Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

### "GRANTOR"

Signed, sealed and delivered	HANOVER TYSON, LLC, a Florida limited liability company
Print Name: De Lenvo, PC 32863  Print Name: Tan Tan	By:
Address: Gos Commonwalls Agordendo, FL 32803  STATE OF FLORIDA  COUNTY OF CRANGE	
or □ online notarization this day of _ President of Hanover Tyson, LLC, a Florida l to me or □ produced as i	wledged before me by means of physical presence 2025, by Andrew J. Orosz as Vice imited liability company, who is personally known identification.  NOTARY PUBLIC, STATE OF FLORIDA
Notary Public State of Ficrida Sylviaidenis Soto My Commission HH 201196 Exp.11/22/2025	(Print, Type or Stamp Commissioned Name of Notary Public)

## Exhibit A Legal Description

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE, AS AMENDED BY THAT SURVEYOR'S AFFIDAVIT CORRECTING PLAT OF TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT BOOK 6440, PAGE 1780.

#### PREPARED BY AND RETURN TO:

Michelle K. Rigoni KUTAK ROCK LLP 107 West College Avenue Tallahassee, Florida 32301

#### QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is executed as of this 22 day of January 2025, by TRINITY PLACE COMMUNITY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 605 Commonwealth Avenue, Orlando, FL 32803, (hereinafter called the "grantor"), in favor of LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

#### WITNESSETH:

WHEREAS, Grantor wishes to quit claim its interest in certain portions of land as more specifically identified and set forth in the attached **Exhibit A** hereto, which by this reference is incorporated herein ("Property"); and

**WHEREAS**, Grantor hereby determines that execution and delivery of this quit claim deed to Grantee is in Grantor's best interests.

**NOW, THEREFORE**, Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby quit-claim unto Grantee forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the Property situate, lying and being in Lake County, State of Florida, attached hereto as **Exhibit A**.

**TO HAVE AND TO HOLD** the same together with all tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behalf of Grantee forever.

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

"GRANTOR"

### TRINITY PLACE COMMUNITY Signed, sealed and delivered OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation Name: Print Name Title: Address: Print Name: Address: 605 STATE OF FLORIDA COUNTY OF OR ANGE The foregoing instrument was acknowledged before me by means of physical presence or online notarization this \_\_\_\_\_ day of January 2025, by \_\_\_\_ Authory Tord as \_\_\_\_ Chairman of TRINITY PLACE COMMUNITY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who ☐ is personally known to me or ☐ produced as identification. NOTARY PUBLIC, STATE OF FLORIDA Notary Public State of Florida Sylviaidenis Soto My Commission HH 201196 Exp.11/22/2025 (Print, Type or Stamp Commissioned Name of Notary Public)

#### Exhibit A

#### **Legal Description of Property**

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE, AS AMENDED BY THAT SURVEYOR'S AFFIDAVIT CORRECTING PLAT OF TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT BOOK 6440, PAGE 1780.

#### Contractor's Final Waiver and Release of Lien

#### KNOW ALL MEN BY THESE PRESENTS:

That the contractor described in **Exhibit A** attached hereto (the "**Contractor**"), for and in consideration of the payment of the sum shown on **Exhibit A**, and other good and valuable consideration paid by Hanover Tyson, LLC (the "**Owner**"), or paid at the direction and on behalf of Owner, the receipt of which is hereby acknowledged, hereby forever releases, waives and quit claims to the said Owner, and its successors and assigns, including, but not limited to, Lake Lizzie Community Development District (the "**CDD**"), all liens, lien rights, claims or demands of any kind whatsoever, which Contractor now has or might have against Owner, the CDD, or their successors or assigns, or the improvements more particularly described on **Exhibit A** (the "**Improvements**") on account of construction or installation of any of said Improvements on the real property described in **Exhibit A** (the "**Property**").

That the undersigned has the right and authority to execute this Partial Waiver and Release of Lien on behalf of the Contractor. That this is a waiver of all lien rights and other claims which Contractor has against the Improvements, the Property, the Owner and the CDD, and their successors and assigns, for all services performed with respect to the Improvements and Property, including, without limitation, extra work, delay claims, acceleration claims and change orders, and contractual claims for additional compensation which might be due for any labor, materials or equipment, and a representation that all subcontractors, suppliers, materialmen, equipment lessors and laborers of Contractor, who have furnished services for the Contractor with respect to the Improvements and/or the Property, have been paid in full for such services.

In consideration of the receipt of payment in the amount stated in **Exhibit A**, Contractor hereby swears that all Improvements on the Property have been completed and are in accordance with the contract between Contractor and Owner with respect thereto, and that all subcontractors, suppliers, materialmen, equipment lessors and laborers under Contractor have been paid in full for all labor, services, material and equipment provided with respect to the Improvements and the Property.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, OWNER, THE CDD, AND THEIR SUCCESSORS AND ASSIGNS, AND OTHER PARTIES, HAVE THE RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY, AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, I have hereunto	set my hand and seal this $\frac{28}{2}$ day of $\frac{1}{2}$ January, 2025.
WITNESSES:	CONTRACTOR:
Signed, sealed and delivered in the presence of:  Print Name: Heather Bambrick  Print Name: Ed McGuckin	By:
online notarization this $\underline{^{28}}$ day of $\underline{^{January}}$ notarization, by $\underline{^{Jack \ Herr}}$ as $\underline{^{Pre}}$	ledged before me ☑ by means of physical presence or ☐ , 2025, by means of ☐ physical presence or ☐ online esidentof Noble Contracting and Construction Companter(She is
NOTARY STAMP OR SEAL:  Notary Public State of Florida Tammy Stafford My Commission HH 487041 Expires 1/23/2028	NOTARY PUBLIC, STATE OF FLORIDA My Commission Expires: 01/28/2028

#### **Exhibit A**

#### **Descriptions of Contractor, Amount Paid and Improvements**

**Contractor:** Noble Contracting and Construction Company

**Description of Improvements and Property**:

**Phase 1 Hardscape Improvements**: All fencing and entry monumentation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, I, J, H, AND G, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

[remainder of this page intentionally blank]

#### Amount Paid to Contractor:

### Noble Contracting and Construction

1486 Royal Circle Apopka, FL 33703 Phone: (321) 624-0862

E-mail: JackHerr49@yahoo.com

Date: December 22,2022

#### PROPOSAL

Hanover Land Company Attn: Andres Arvelo 605 Commonwealth Ave Orlando, FL 32803

Project: Trinity Place Revision 1

St Cloud

Noble Contracting and Construction is pleased to provide the following proposal:

- Build 4 entry single side signs and one single sided pool cabana sign out of CMU with one quarter inch signage. Cultured stone veneer, stucco and paint. Per the plans by Bonnett Design Group, Sheets L200 thru L520.
  - o \$47,750.00
- 1400 L.F. of 3 Rail White PVC fence with 40 4 foot high columns with decorative column cap and paint.
  - \$ 66,350.00
- TOTAL \$114,100.00

#### EXCLUDES:

- SURVEYING, TESTING OF ANY KIND
- GRADE TO BE WITHIN ONE TENTH
- NO DEWATERING OR DE MUCKING

Noble Contracting and Construction Jack Herr Hanover Land Company Andres Arvelo

# ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE CONSTRUCTION OF SAME

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made to be effective the 20<sup>th</sup> day of December 2024, by **Noble Contracting and Construction Company**, having offices located at 1486 Royal Circle, Apopka, Florida 33703 ("Contractor"), in favor of the **Lake Lizzie Community Development District** ("District"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices located 219 East Livingston Street, Orlando, Florida 32801.

- SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "Improvements") for Hanover Tyson, LLC, a Florida limited liability company, a developer of lands within the District (the "Developer"). A copy of the contract for the construction of said Improvements is attached as Exhibit A ("Construction Contract"). The Improvements constructed and acquired are more generally described in the attached Exhibit B.
- SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as Exhibit A, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.
- **SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.
- **SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.
- SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in Exhibit B, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in Exhibit B.

**SECTION 6. EFFECTIVE DATE.** This Acquisition and Warranty Acknowledgement shall take effect upon execution.

Tammy Stofferso
[print name]

BRANDON HERR
[print name]

Notary Public State of Florida Tammy Stafford My Commission HH 467041 Expires 1/28/2028

**NOBLE CONTRACTING AND** 

CONSTRUCTION COMPANY

#### **EXHIBIT A**

## Noble Contracting and Construction

1486 Royal Circle Apopka, FL 33703 Phone: (321) 624-0862

E-mail: JackHerr49@yahoo.com

Date: December 22,2022

#### PROPOSAL

Hanover Land Company Attn: Andres Arvelo 605 Commonwealth Ave Orlando, FL 32803

Project: Trinity Place Revision 1 St Cloud

Noble Contracting and Construction is pleased to provide the following proposal:

- Build 4 entry single side signs and one single sided pool cabana sign out of CMU with one quarter inch signage. Cultured stone veneer, stucco and paint. Per the plans by Bonnett Design Group, Sheets L200 thru L520.
  - a \$47,750.00
- 1400 L.F. of 3 Rail White PVC fence with 40-4 foot high columns with decorative column cap and paint
  - a \$65,350.00
- TOTAL \$114,100.00

#### **EXCLUDES:**

- SURVEYING, TESTING OF ANY KIND GRADE TO BE WITHIN ONE TENTH NO DEWATERING OR DE MUCKING

Noble Contracting and Construction

Hanover Land Company Andres Arvelo

#### Ехнівіт В

**Phase 1 Hardscape Improvements**: All fencing and entry monumentation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, I, J, H, AND G, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

#### **Contractor's Final Waiver and Release of Lien**

#### KNOW ALL MEN BY THESE PRESENTS:

That the contractor described in **Exhibit A** attached hereto (the "**Contractor**"), for and in consideration of the payment of the sum shown on **Exhibit A**, and other good and valuable consideration paid by Hanover Tyson, LLC (the "**Owner**"), or paid at the direction and on behalf of Owner, the receipt of which is hereby acknowledged, hereby forever releases, waives and quit claims to the said Owner, and its successors and assigns, including, but not limited to, Lake Lizzie Community Development District (the "**CDD**"), all liens, lien rights, claims or demands of any kind whatsoever, which Contractor now has or might have against Owner, the CDD, or their successors or assigns, or the improvements more particularly described on **Exhibit A** (the "**Improvements**") on account of construction or installation of any of said Improvements on the real property described in **Exhibit A** (the "**Property**").

That the undersigned has the right and authority to execute this Partial Waiver and Release of Lien on behalf of the Contractor. That this is a waiver of all lien rights and other claims which Contractor has against the Improvements, the Property, the Owner and the CDD, and their successors and assigns, for all services performed with respect to the Improvements and Property, including, without limitation, extra work, delay claims, acceleration claims and change orders, and contractual claims for additional compensation which might be due for any labor, materials or equipment, and a representation that all subcontractors, suppliers, materialmen, equipment lessors and laborers of Contractor, who have furnished services for the Contractor with respect to the Improvements and/or the Property, have been paid in full for such services.

In consideration of the receipt of payment in the amount stated in **Exhibit A**, Contractor hereby swears that all Improvements on the Property have been completed and are in accordance with the contract between Contractor and Owner with respect thereto, and that all subcontractors, suppliers, materialmen, equipment lessors and laborers under Contractor have been paid in full for all labor, services, material and equipment provided with respect to the Improvements and the Property.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, OWNER, THE CDD, AND THEIR SUCCESSORS AND ASSIGNS, AND OTHER PARTIES, HAVE THE RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY, AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

[SIGNATURE PAGE TO FOLLOW]

## IN WITNESS THEREOF, I have hereunto set my hand and seal this 23 day of January 2025.

WITNESSES:	CONTRACTOR:
Signed, sealed and delivered in the presence of:	Florida Landscape Service of Central Florida, Inc.
Print Name: TAN TRAN	By:
STATE OF FLORIDA )  (COUNTY OF ORANGE)	
The foregoing instrument was acknow online notarization this <u>23</u> day of <u>Januar</u> notarization, by <u>Dyan o' Hara</u> , as <u>Pipersonally known to me.</u>	ledged before me by means of physical presence or up, 2025, by means of physical presence or online estdent of Fls of central florida. He/She is
NOTARY STAMP OR SEAL:	2620
	NOTARY PUBLIC, STATE OF FLORIDA
	My Commission Expires: W 12/1045

#### **Exhibit A**

#### **Descriptions of Contractor, Amount Paid and Improvements**

**Contractor:** Florida Landscape Service of Central Florida, Inc.

Description of Improvements and Property:

**Phase 1 Landscape & Irrigation Improvements**: All plants, trees, timber, shrubbery, and irrigation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

[remainder of this page intentionally blank]

#### Amount Paid to Contractor:

Proposal #: 230424-138



April 24, 2023

Andres Arvelo Harrover Land Company 605 Commonwealth Avenue Orlando, FL 32803

RE: Trinity Place: Osceola County, FL - Landscape and Irrigation Proposal

Dear Andres.

Florida Landscape Service of Central Florida is pleased to provide you with the following proposal for landscape and irrigation at the above referenced project. Our pricing is based on the plans and pages listed below.

Trinity Place: Landscape Architecture: Hanover Land Company, LLC: Oscoola County, FL' by BONNETT Design Group LLC. Revision 1 Base Update dated June 07, 2021, Plan Sheets L-400, L-401, L-402, L-403, L-404, L-405, L-406, L-407, L-408, L-409, L-420, 1.-500, L-501, L-502, L-503, L-504, L-505, L-506, L-507, L-508, L-509, L-520.

Per request the recreational area has been included to this proposal, the pool and areas along the pool have remained excluded, the scope exhibit at the end of this proposal has been adjusted to match this adjustment. Below is a breakdown of our proposal. followed by clarifications and an itemized list on the following pages.

Landscape	\$ 282,100.	64
Sod	5 57,975.	ÒŪ
Irrigation	s 197,860.	O9
Total	\$ 537,935.	64

Please see below listed qualifications:

- Grade to be accepted at +- 1/10°. No grubbing, demo, soil test, soil amendments, topsoil or excessive bed preparation is included in this proposal. Areas are to be accepted as found and deemed appropriate for planting. Additional work in this area will incur additional cost to the client.
- No adjustments to existing landscape or irrigation areas are included in this proposal.
- 3. No MOT or ROW permits are included in this proposal.
- 4. POC, Meter, Roadway Sleeves and Power to Controller by others.
- No irrigation pumps or wells are included in this proposal.
- 6. No Tree Root Barrier or Tree Protection is included in this proposal.
- 7. All Hardscape, Planter Pots and Artificial Turf is by others
- 8. Sod and mulch are per takeoff of the provided drawings and are contingent upon the assumption of accurace scale. Discrepancies in scale will result in cost changes for these items.
- Substitution of plant material may be required at time of installation due to industry availability and site applicability. Planned substitutions have been noted on the itemized list on the following pages.
- 10. Quantities of materials do not match legends due to exclusions of recreation areas and homebuilder responsibility trees. Quantities listed in this drawing reflect items within the scope limits shown at the end of this proposal.
- 11. This proposal is valid for 60 days from the date of submission.

Please reach out with any questions or if you need additional information.

Thank You,

Ryan O'Hara President

RyangeFLS-CFL.com

407.885.7470

Florida Landscape Service of Central Florida - 255 Santa Rosa Drive, Winter Haven, FL 33884 P:407.885.7470 - F:407.536.9918

Page 1 of 4

Proposal #: 230424-138



### RE: Trinity Place; Osceola County, FL - Landscape and Irrigation Proposal

SYM	QTY	DESCRIPTION	SPECIFICATION	UNIT PRICE	EXT PRICE
		CODE M	NIMUM		
		Trees			
AR	31	Acer tubrum. Red Maple	3*Cal., 12'Ht., Min.	\$704.00	\$21,948.00
CC	35	Cercis canadensis, Eastern Redited	3°Cal, 12'Ht, Min	\$651.75	522,811.25
		Ligustrum aponicim. Lapustrum - Ces al' 19 items hared on legend. Il nemo det included inn	3"Cat , 12"H1 , Min	\$595.50	<b>\$</b> 13,301.00
1.1	22	drawings		\$708.00	\$16,284.00
QΨ	23	Quereus vinginiana, Live Ouk	3°Cal., 12°Ht, Min	\$708,00	\$10,284.00
110	63	Taxodium distichum, Bald Cypress	3"Cal , 12'Ht , Min	\$505.75	\$31,862-25
		Street Trees			
1.52	14	Liquidamber styraciflus, American Sweet Gum - items adjacent so common areas only no hymebotider from included	3°CaL, 10'-12' Ht	\$764.25	\$10.699.50
MG2	26	Magnolia grandiflora 'Breckens Brown Besuty' Bracken's Southern Magnolia - froms adjustiff in generate steas may be homobooken trees inglested	3" Cal., 12" Ha., Min	\$595.50	\$15,483.00
ov2	45	Quercus vieginisms, Live Ouk - frems adjected to opnoming trees poly, no homebuilder frees michaled	3" Сац., 12" Нь, Міп	\$200 BUC\$	\$31,860.00
TD2	15	Tecndium distichum, Beld Cypress - Itani- shacent in texnimita arisis anly no homehalder area included	PCal., 10-12 Ht	\$505.75	\$7,586.25
100		ENHA	INCED		T
		Trees			\$8,337.00
PO	14	Plantnus occidentalis, American Sycamore	3* Cal., 12° Ht., Min	\$595.50 \$252.25	\$3,027.00
SP	12	Sabal palmetto, Sabal Palm	12'-15' MIXED, Harman Col	\$252-25	333/47:00
		Understory			
LIT	41	Lazerstroeraia indica 'Tuscarora', Crape Myrtle	2° Cai , 8'-10' Ht = 30" spd	\$269.50	\$11,049.50
MGL	13	Magnolia, grandiflara Little Gem', Dwarf Sothera Magnolia	2" Cal., 8"-10" Hz. v. 24" spd	\$403.25	\$3,942.25
	-	Shrubs			-
Az	12	Alpinia zerumbet 'Variogata', Variogated Shell Ginger	3 gal., full	\$14.36	\$172.26
lyn	34	llex vocustors Nana, Dwarf Yaupon	3 gml , fixil	\$14.36	\$545.49 \$1_526.85
lan	117	Ixora x 'Nora Grant', Ixora 'Nora Grant	السَّا البو 3	\$13.05	
Mľ	163	Myrcianthes fragrans, Simpson's Stopper	3 gal , (td)	\$13.05	\$2,327.15
Ps:	129	Philodendron x 'Xanadu', Philodendron	3 gssl , 18"-24"	\$14.36	\$1,851.90
Pan	0	Podocarpus macrophyllus, Pudnearpus	? gal., full	\$43,07	\$0.00
121	107.1	Rhaphiolepis indica 'Alba', Dworf Iodian		E40 BB	\$4,979.88
Ris	106	Hawthorn	7 gal , full	\$46.98	\$8,975.34
Sr	221	Seronou repens, Saw Palmetto	) gal_full	\$36:54	\$12,460 14
Vo	868	Viburrum odoratissamum, Sweet Viburrum	3 gal , 18° o a.	\$14.36	\$1,315.44
Zo	36	Zamia pumila, Coostie	3 gal, lB*oa	\$36.54	21,513.44
		Medium Shrubs	*** ***	\$41.76	\$584.64
Mc	14	Myrica cerifora, Wax Mystle	30*-36" ht	34.1.10	2504.04
		Grusses		\$7.83	3532 44

Florida Landscape Service of Central Florida - 255 Santa Rosa Drive, Winter Haven, FL 33884 P:407.885.7470 - F:407.536.9918 Page 2 of 4





### RE: Trinity Place: Osceola County, FL+ Landscape and Irrigation Proposal

SYM	QTY	DESCRIPTION	SPECIFICATION	UNIT PRICE	EXT PRICE
Td3	242	Tripsacum dactyloides nama, Dwarf Fakanatchee Grass	3 हुआ ू रीवी	\$7.83	31,534 36
		Groundcovers			
ta	1.192	Trachelospermum assiticum, Asian Jasmine	I get , full. Use mulch fines	\$5.48	\$6,533-35
		AL LANDSCAPE MATERIALS			
STAKE	233	Large Tree Staking	EA - Arbor Guy Staking Kit	\$55.00	\$15,840.00
		Small Tree Staking	EA - Lodge Pole Staking Assembly	\$35 00	\$1,890.00
STAKE	54	Palm Tree Seaking	EA - Palno Batton Kit	\$75.00	00-0092
MULCH	440	Mulch - Pine Bark Nurget	CU YD, Imialkal at 3" Depth	\$52.00	\$22,880.00
MUCER	440	SOD & SEED			
	146 (00)	Argentine Bahia Sod	138.676 SO FT	\$0.35	\$51,100.00
SODE		St Augustine Sed	10,732 SQ FT	\$0.55	\$6,875.00
SODe	12500		14,122		
		IRRIGATION			
IRR	1	Irrigation System - Per Plans and Specifications	POC, Meters, Roudway Sleaves and Power to Controller by others	\$197,860.00	\$197,360.00

	7 (A)
TOTAL COST	5537,935,64

Florida Landscape Service of Central Florida - 255 Santa Rosa Drive, Winter Haven, FL 33884 P:407.885.7470 - F:407.536.9918 Page 3 of 4





RE: Trinity Place; Osceola County, FL - Landscape and Irrigation Proposal

Scope Exhibit



Florida Landscape Service of Central Florida - 255 Santa Rosa Drive, Winter Haven, FL 33884 P:407.885.7470 - F:407.536.9918 Page 4 of 4



# ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE CONSTRUCTION OF SAME

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made to be effective as of the 20<sup>th</sup> day of December 2024, by Florida Landscape Service of Central Florida, Inc., having offices located at 255 Santa Rosa Drive, Winter Haven, Florida 33884 ("Contractor"), in favor of the Lake Lizzie Community Development District ("District"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices located 219 East Livingston Street, Orlando, Florida 32801.

- SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "Improvements") for Hanover Tyson, LLC, a Florida limited liability company, a developer of lands within the District (the "Developer"). A copy of the contract for the construction of said Improvements is attached as Exhibit A ("Construction Contract"). The Improvements constructed and acquired are more generally described in the attached Exhibit B.
- SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as Exhibit A, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.
- **SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.
- **SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.
- SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in Exhibit B, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in Exhibit B.

**SECTION 6. EFFECTIVE DATE.** This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

Jason Longs

[print name]

TAN TRAN

[print name]

FLORIDA LANDSCAPE SERVICE OF CENTRAL FLORIDA, INC.

By: hyan Offara

Its: 1 vestlan

### Ехнівіт А

Proposal #: 230424-138



April 24, 2023

Andres Arvelo Hapover Land Company 605 Commonwealth Avenue Orlando, 7L 32803

RE: Trinity Place: Osceula County, FL - Landscape and Irrigation Proposal

Dear Andres.

Florida Landscape Service of Central Florida is pleased to provide you with the following proposal for landscape and irrigation as the above referenced project. Our pricing is based on the plans and pages listed below,

'Trinity Place; Landscape Architecture; Hanover Land Company, LLC; Oscoola County, FL' by BONNETT Design Group LLC. Revision 1 Base Update dated June 07, 2021, Plan Sheets L.-400, L.-401, L.-402, L.-403, L.-404, L.-405, L.-406, L.-407, L.-408, L.-409, L-420, L-500, L-501, L-502, L-503, L-504, L-505, L-506, L-507, L-508, L-509, L-520,

Per request the recreational area has been included to this proposal, the pool and areas along the pool have remained excluded, the scope exhibit at the end of this proposal has been adjusted to match this adjustment. Below is a hreakdown of our proposal. followed by clarifications and an itemized list on the following pages.

Landscape	\$ 282,100.64
Sod	\$ 57,975,00
(rrieation	\$ 197,860,00
Total	\$ 537,935.64

Please see below listed qualifications:

- 1 Grade to be accepted at +- 1/10°. No grubbing, demo, soil test, soil amendments, topsoil or excessive bed preparation is included in this proposal. Areas are to be accepted as found and deemed appropriate for planting. Additional work in this area will incur additional cost to the client.
- No adjustments to existing landscape or irrigation areas are included in this proposal.
- 3. No MOT or ROW permits are included in this proposal.
- POC, Meter, Roadway Sleeves and Power to Controller by others.
- 5. No arrigation pumps or wells are included in this proposal.
- 6. No Tree Root Barrier or Tree Protection is included in this proposal.
- All Hardscape, Planter Pots and Artificial Turf is by others
- Sod and mulch are per takeoff of the provided drawings and are contingent upon the assumption of accurage scale. Discrepancies in scale will result in cost changes for these items.
- Substitution of plant material may be required at time of installation due to industry availability and size applicability Planned substitutions have been noted on the itemized list on the following pages.
- 10. Quantities of materials do not match legends due to exclusions of recreation areas and homebuilder responsibility trees. Quantities listed in this drawing reflect items within the scope limits shown at the end of this proposal.
- 11. This proposal is valid for 60 days from the date of submission.

Please reach out with any questions or if you need additional information.

Thank You

Ryan O'Hara President

Ryanin/FLS-CFL.com

407.885.7470 Florida Landscape Service of Central Florida - 255 Santa Rosa Drive, Winter Haven, FL 33884 P:407.885.7470 - F:407.536.9918

Page 1 of 4

Proposal N: 230424-138



# RE: Tripity Place; Osceola County, FL - Landscape and Irrigation Proposal

SYM	OTY	DESCRIPTION	SPECIFICATION	UNIT PRICE	EXT PRICE
O E to E		CODE MI	INIMUM		
			30.000.000.000		
		Acer rubrum. Red Maple	VCul. 12Hr, Max	\$708.00	\$21,948.00
AR	31	Cercis canadensis, Eastern Rodbad	3"Cal, 12"Ht Min	3651.75	522,811.25
CC	35	Ligustrum japonicum. Ligustrum - Chi aid 19	2 441, 1-1-1		
		dent light the legant of park out included on			
	5.0	drawings	3°Cal., 12'Ht., Min	\$545.50	\$13,101.00
ov.	23	Querous vergenana, Live Onk	J'Cal., 12HL, Min	\$708.00	\$16,284 DD
QV					
מו	63	Taxodium districtures, Balid Cypress	J*Cal, 12Hr, Min	\$505.25	\$31,862.75
15	45	Street Trees			
		Liquidamber styruciffus, American Sweet Gum			
		- Петк мірки бол анитоп меасопу пи			\$10,699.50
LS2	14	homebuilder mas mehided	3°Cal , 10'-12' Ht	\$764.25	2107BAN 20
		Magnelia grandiflora Brackens Brown Beauty		1	
		Bracken's Southern Magnolia - Items (disturbit)			
		in received treasingly as humider \$1 fees	3" Cal., 12" Hr., Min	\$595.50	\$15,483 00
MG2	26	inthiced.	3 Cat, 12 tht, Mill	22.7.00	
		Quercus virginiana, Live Onk - (Institutional)			
		a common news or a no semelial desires.	3" Cat., 12" Ht., Min	\$700.00	\$31,050,00
QV2	45	Tucodium districtum, Bald Cypress - Itans.	3 42:12 100		
		State of the comment of the control		1	
200.0	15	altacent in totaling Fras Buty included	3°Cal_10*-12°Ht	\$505.75	\$7,586.25
TD2	1.5		NCED		
		Trees			
PO	14	Plantnus occidentalis, American Sycamore	3" Cal., 12" Ht., Min.	\$595.50	58,337,90
SP	12	Sabal paimetto, Sabal Palm	12'-15' MIXED, Harriage Cit	\$252.25	\$3,027:00
31		Luderstory			
		Lagorstroemia indica Tuscarora, Crape Myrtle	2" Cai , 8-10" Ht x 10" spd	\$269.50	\$11,049.50
LIT	41	Mugnolia, grandiflora Little Gen', Dwarf			
MGL	13	Sothern Magnolist	2" Cal., 8'-10' Hz x 24" spd	\$303.25	\$3,942.25
MUL	1 13	Shrubs			
	1	Alpinia zenambet 'Variogata', Variogated Shell			
Ac	12	Ginges	3 gal., full	514_36	\$172.26
lyn	38	ilex vomeors Nana, Dwarf Ympon	1 <u>ஜா</u> , ரெப்	\$14.36	\$545.49
ben	117	ixora x 'Nora Grant', bxora 'Nora Grant	3 gal., full	\$13.05	\$1,326,85
MI	163	Myreunthes fragrans, Simpson's Stopper	3 gal , thill	\$13.05	\$2,127.15
		Philodendron x 'Xanadu', Philodendron	3 asi . 18"-24"	\$14.36	08.128,12
Px	129	Podocarpus mucrophyllus, Podocarpus	7 gal., 5ull	\$43.07	\$0.00
Pm	- 0	Rhaphiclepis indica 'Alba', Dwarf Indian			
п.	106	Hastion	? gad , full	546 98	\$4,979.88
Ra St	221	Serumon repens, Saw Palanetto	3 gal., full	\$36,54	\$8,975.34
\in	858	Viburnum odoratissamum, Sweet Viburnum	3 gal , 18" o.s.	\$14.36	\$12,460.14
Zo	36	Zamia pumila, Coontre	3 ppl, 18" 3 a	\$16.54	\$1,315.44
49	30	Medium Shrubs			
Mc	14	Myrica cerifora, Wax Mytle	30"-36" ln.	541.76	\$584.64
(MIL		Graves			
Pau	68	Passalum quodrifarium, Crowngrass	3 gal , full	\$7.83	\$532 44

Florida Landscape Service of Central Florida - 255 Santa Rosa Drive, Winter Haven, FL 33884 P:407.885.7470 - F:407.536.9918 Page 2 of 4



Proposal #: 230424-138



RE: Trinity Place: Osceola County, FL - Landscape and Irrigation Proposal

SYM	QTY	DESCRIPTION	SPECIFICATION	UNIT PRICE	EXT PRICE
Ta3	242	Tripsacura dactyloides nana, Dwarf Fakonatchee Grass	3 हुआ ्र गंगी	\$7 89	\$1,894 Jn
1,00		Groundrovers			
Di	1 192	Trachelospermum assaticum, Astan Jasmine	1 gsl , full Use mulch fines	\$5.48	\$6,533.35
100		AL LANDSCAPE MATERIALS			
CTARE	284	Large Tree Staking	EA - Arbor Guy Staking Krt	\$55.00	\$15,840.00
STAKE		Small Tree Staking	EA - Lodge Pole Staking Assembly	\$35.00	\$1,890.00
STAKE	54	Palm Tree Staking	EA - Pains Batton Kit	\$75.00	\$900.00
STAKE	12 440	Mulch - Pine Bark Nugget	CU YD, Installed at 3° Depth	\$52.00	\$22,880.00
MULCH	440				
		SOD & SEED	:38,676 5Q FT	\$0.35	\$51,100.00
SODb	146,000	Argentine Balva Sod	10,732 SQ FT	\$0.55	\$6,375.00
SODe	12500	St Augustine Sod	10,152.50,11		
		IRRIGATION			_
/RR	1	Irrigation System - Per Plans and Specifications	POC, Meters, Roadway Skewes and Power to Controller by others	\$197,860.00	\$197,360.00

TOTAL COST	5537,935,64
LO DIE COME	

Florida Landscape Service of Central Florida - 255 Santa Rosa Drive, Winter Haven, FL 33884 P:407.885.7470 - F:407.536.9918 Page 3 of 4





# RE: Trinity Place: Osceola County, FL - Landscape and Irrigation Proposal

### Scope Exhibit



Florida Landscape Service of Central Florida - 255 Santa Rosa Drive, Winter Haven, FL 33884 P:407.885.7470 - F:407.536.9918 Page 4 of 4



### Ехнівіт В

**Phase 1 Landscape & Irrigation Improvements**: All plants, trees, timber, shrubbery, and irrigation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

RELEASE OF RESTRICTIONS ON THE LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS RELEASE is made the 2 day of Aut Ave., 2025, by BONNETT DESIGN GROUP, LLC, whose address is 400 South Orlando Ave., Suite 201, Maitland, Florida 32751 ("Professional"), in favor of the Lake Lizzie Community Development District ("District"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices located at 219 East Livingston Street, Orlando, Florida 32801.

- **SECTION 1. DESCRIPTION OF SCOPE OF SERVICES.** Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Hanover Tyson, LLC, the primary developer within the District ("**Developer**"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("**Work Product**").
- SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.
- SECTION 3. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in Exhibit A is free of all claims, security agreement, encumbrances or liens.
- SECTION 4. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in Exhibit A and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in Exhibit A.
  - **SECTION 6. EFFECTIVE DATE.** This Release shall take effect upon execution.

WITNESSES

[print name]

Tan Molgaard
[print name]

BONNETT DESIGN GROUP, LLC

By: Todd W. Bonnett, RLA, LEED AP, CNU-a

Its: Principal

### EXHIBIT A

### Landscape design for following improvements

**Phase 1 Landscape &** Irrigation Improvements: All plants, trees, timber, shrubbery, and irrigation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES175 THROUGH 181, INCLUSIVE.

### ALSO INCLUDING

**Phase 1 Hardscape Improvements:** All fencing and entry monumentation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, I, J, H, AND G, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDEDIN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175THROUGH 181, INCLUSIVE

### **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **Hanover Tyson**, **LLC**, a Florida limited liability company, whose address for purposes hereof is 605 Commonwealth Avenue, Orlando, Florida 32803 ("**Seller**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Lake Lizzie Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**") whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

### SEE EXHIBIT A ("PROPERTY")

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has o	caused this instrument to be executed in its name		
this 22 day of	nade to be effective as of December 20, 2024.		
Signed, sealed and delivered in the presence of:  Witnessed:  Print Name:  Print Name:  Print Name:	HANOVER TYSON, LLC, a Florida limited liability company  By: Hanover Land Company, LLC, a Florida limited liability company, Its Manager  By: Print Name: Andrew J. Orosz Print Title: Vice President		
COUNTY OF TRANSFE			
I hereby certify that on this day, before me by means of physical presence or □ online notarization, an officer duly authorized to take acknowledgments, Andrew J. Orosz as Vice President of Hanover Tyson, LLC, a Florida limited liability company, on behalf of the company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.  Witness my hand and official seal this 22 day of			
•	NotaryPublic		
Notary Public State of Florida Sylviaidenis Soto My Commission HH 201196 Exp.11/22/2025	Personally known: Produced Identification: Type of Identification:		

**EXHIBIT A:** DESCRIPTION OF IMPROVEMENTS

### **EXHIBIT A**

### Description of Improvements to be Acquired:

**Phase 1 Landscape & Irrigation Improvements**: All plants, trees, timber, shrubbery, and irrigation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

### **ALSO INCLUDING**

**Phase 1 Hardscape Improvements**: All fencing and entry monumentation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, I, J, H, AND G, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

### **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that Lake Lizzie Community Development District, a local unit of special purpose government organized under Chapter 190, Florida Statutes, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Osceola County, a political subdivision of the State of Florida ("County"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the County, its successors and assigns, the following described property, assets and rights, to-wit:

### See Exhibit A.

TO HAVE AND TO HOLD all of the foregoing unto the County, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Grantor does hereby covenant to and with the County, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Grantor has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Grantor will warrant and defend the sale of its said personal property and assets hereby made, unto the County, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor	r has caused this instrument to be executed in its name
this 22aday of Flowery	2024, effective as of August 3, 2023.
	Signed, sealed and delivered by:
WITNESSES	LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT
Name: Jase Lense Title: Azet Managel	Name: Anthony Toell Title: Chavenner
By:	
STATE OF FLORIDA COUNTY OF OSCEOLA	
or online notarization this and the many Logical as Action	day of <u>Lizzie Community Development</u> of Lake Lizzie Community Development in person, and who is either personally known to me, is identification.
(NOTARY SEAL)	NOTARY PUBLIC, STATE OF FLORIDA  Name:

**EXHIBIT A:** DESCRIPTION OF IMPROVEMENTS

### Exhibit A

Phase 1 Roadway Improvements: Roadway improvements including paving, curb, gutter, storm piping, and sidewalks constructed in and for the development of Trinity Place Phase 1, located in public right-of-ways known as Crooked Creek Street, Sophieann Street, Iorio Street, Ali Grace Drive, Vision Road, Education Street and Success Way as described in the following legal description:

ALL STREETS AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

# CERTIFICATE OF DISTRICT ENGINEER TO LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT REGARDING TRINITY PLACE – PHASE 1 LANDSCAPE/HARDSCAPE/IRRIGATION IMPROVEMENTS

Board of Supervisors Lake Lizzie Community Development District

Re:

Lake Lizzie Community Development District

Trinity Place – Phase 1 Landscape/Hardscape/Irrigation Improvements

### Ladies and Gentlemen:

The undersigned, a representative of Hanson, Walter & Associates, Inc. ("District Engineer"), as District Engineer for the Lake Lizzie Community Development District ("District"), hereby makes the following certifications in connection with an acquisition of certain Trinity Place - Phase 1 improvements (collectively, the "Improvements"), as described in Exhibit A attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- I have reviewed certain documentation relating to the Improvements, including but not limited to, the forms of agreement, plans, as-builts, applicable permits, and other documents.
   I, or my authorized agent, have conducted on-site observations of the Improvements, including but not limited to on-going observation of the construction of such improvements.
- 2. The Improvements are within the scope of the public infrastructure improvements for Phase 1 of the District's Capital Improvement Program as set forth in the Amended and Restated Master Engineer's Report dated November 2, 2022, as updated May 31, 2023 (the "Engineer's Report"), as may be amended, for the Lake Lizzie Community Development District, and specially benefits property within the District as further described in the Engineer's Report.
- 3. The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications, are free from obstruction, and are functional for their intended purpose.
- 4. Copies of plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
- 5. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.
- 6. This certificate is made to be effective as of December 20, 2024 ("Effective Date"), regardless of the date of the execution hereof.

[signature page follows]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

HANSON, WALTER & ASSOCIATES, INC.

By:

Name: Shawn Hindle, P.E.

STATE OF FLORIDA
COUNTY OF OSCIOLO

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this also day of converge 2025, by Shawn Hindle, P.E., an authorized representative of Hanson, Walter & Associates, Inc., who [X] is personally known to me or [] produced as identification.

(NOTARY SEAL)

MELISSA A. WILKEN
MY COMMISSION # HH 348242
EXPIRES: May 3, 2027

Notary Public Signature

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.H + 348242

My Commission Expires: 5 3 2007

### **Exhibit A**

### **Description of Improvements to be Acquired:**

Phase 1 Landscape & Irrigation Improvements: All plants, trees, timber, shrubbery, and irrigation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, C, H, I, J, L, O, P, Q, R, AND S, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

### **ALSO INCLUDING**

Phase 1 Hardscape Improvements: All fencing and entry monumentation improvements in and for the development of Trinity Place Phase 1, all located on portions of the real property described in the following legal description:

TRACTS A, I, J, H, AND G, AS SHOWN ON THE PLAT KNOWN AS TRINITY PLACE PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA AT PLAT BOOK 33, PAGES 175 THROUGH 181, INCLUSIVE.

# SECTION V

# FIRST AMENDMENT TO LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR DISTRICT PONDS

THIS FIRST AMENDMENT ("First Amendment") is made and entered to be effective 1<sup>st</sup> day of January 2025, by and between:

LAKE LIZZIE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 ("District"); and

YELLOWSTONE LANDSCAPE, INc., a Delaware corporation, with a mailing address of 1773 Business Center Lane, Kissimmee, Florida 34758 ("Contractor," and together with the District, "Parties").

### RECITALS

WHEREAS, the Parties previously entered into that certain Landscape Maintenance Services Agreement for District Ponds, dated September 19, 2024 ("Agreement"); and

WHEREAS, pursuant to Section 21 of the Agreement, the Parties desire to amend the Agreement in order to provide for additional services and compensation provided therefor; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this constitutes a legal and binding obligation of each party hereto.

Now, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

- **SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this First Amendment.
- SECTION 2. The Agreement is hereby affirmed, and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 3 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.
  - **SECTION 3.** Following amendments are made to the Agreement:

ATTEST:

- A. The Agreement is retitled as "Landscape Maintenance Services Agreement" with the same effective date of September 19, 2024 ("Effective Date").
- B. Contractor shall provide the additional services identified in Contractor's proposal, dated November 12, 2024 ("Proposal"), and attached hereto as Attachment A ("Additional Services"), to the areas identified in the Service Map and pursuant to the Service Calendar included in the Proposal. As compensation for the Additional Services, the District shall pay contractor Five Thousand Two Hundred Seventy-Three Dollars and Fifty Cents (\$5,273.50) per month, for a not-to-exceed annual total of Sixty-Three Thousand Two Hundred Eighty-Two Dollars (\$63,282.00), in accordance with the terms and provisions of the Agreement.
- **SECTION 5.** This First Amendment shall take effect upon full execution by the parties, to be effective as of the date and year first written above.

IN WITNESS WHEREOF, the Parties execute this First Amendment to be effective the day and year first written above.

LAKE LIZZIE COMMUNITY DEVELOPMENT

	DISTRICT
Signed by:  Tricia I Lams  3F3E5FA5C6/F43B.  Secretary/Assistant Secretary	Signed by:  Borg Berell  Vice/Chairperson, Board of Supervisors
WITNESS:	YELLOWSTONE LANDSCAPE, INC., a Delaware corporation
Josean Lopez Print Name: Josean Lopez	Peter Wittman  By: Peter Wittman  Its: Branch Manager

### ATTACHMENT A Proposal







Landscape Maintenance Services Proposal prepared for

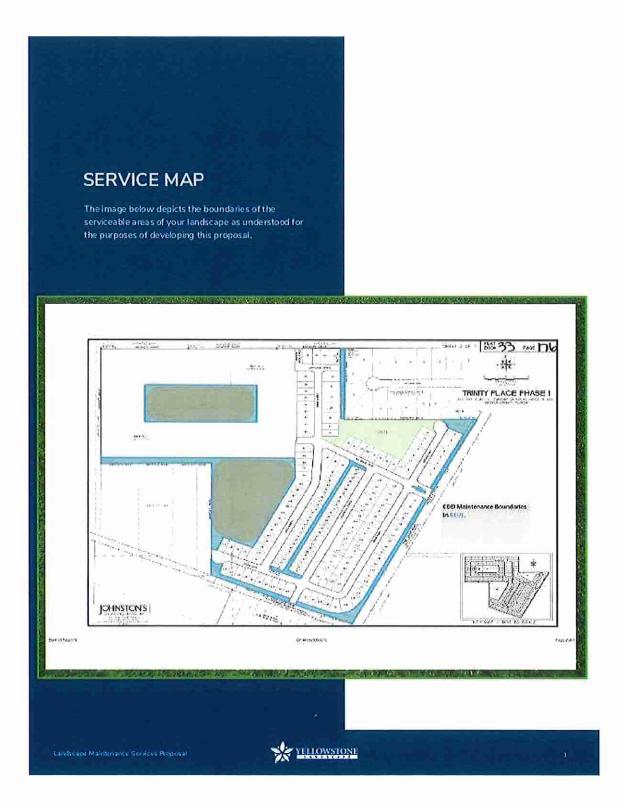
LAKE LIZZIE CDD

November 12, 2024

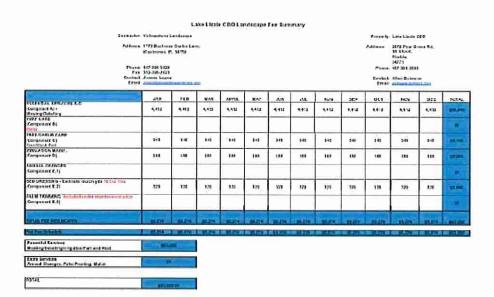


ALAN SCHEERER

GOVERMENTAL MANAGEMENT SERVICES FIELD MANAGER



# YOUR INVESTMENT



, J.L



# YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	
Mowing	42
Pruning/Trimming	12
Weeding	12
Irrigation Inspections	12
PM - Fertilization & Pest Control - Tree & Shrubs	4
Mulch	1
Palm Pruning	1
Annual Flowers	Upon Request





# THANK YOU FOR YOUR TRUST We look forward to working with you! YELLOWSTONELANDSCAPE.COM

# SECTION VI

# SECTION A

# KUTAKROCK

### **MEMORANDUM**

**To:** District Managers

From: Kutak Rock, LLP

Date: December 20, 2024

**Subject:** SB 7040 Stormwater Ratification Bill O&M Requirements

Effective, June 28, 2024, Senate Bill 7040, also known as the Florida Stormwater Ratification Bill, codified into law several significant changes to the Environment Resource Permit Handbook (the "Handbook") promulgated by the Florida Department of Environmental Protection ("FDEP"). Among other things, these changes imposed several specific inspection and reporting requirements applicable to permanent operations and maintenance ("O&M") entities, including special districts. To ensure compliance with these requirements, CDD Managers should forward this memorandum to their respective Boards of Supervisors and District Engineers, and otherwise take the necessary steps to budget for, plan, and implement the requirements.

### **Changes to Application Process Relevant to New Reporting Requirements**

Pursuant to Section 12.3.5(a)(4) of the Handbook, an applicant must submit written cost estimates with supporting documentation to FDEP along with the financial capability certification required under 12.3.5(b). Section 12.3.5(b) states that, at the time of permit application, applicants for the O&M phase must submit Form 62-330.301(26), "Certification of Financial Capability for Perpetual Operations and Maintenance Entities."

In addition to the cost estimates, an applicant must submit a written O&M plan as part of the permitting process. Section 12.4.1(a) of the Handbook requires that this plan include the following items:

- A list and details of all stormwater system components, including their location, type, and other pertinent information, such as normal pool elevation, volume, recovery time, and how the systems connect;
- A list and description of each of the identified maintenance and inspection tasks for each of the system's components and for the overall system (refer to Appendix O for procedures for BMPs);
- All regular inspection and maintenance schedules;
- Inspection checklists;
- Copies of or references to the pertinent sections of all covenants, conditions, restrictions, and other association documents, permits, approvals, and agreements that govern the operation and maintenance of the stormwater management system; and
- Permitted or as-built plans of the stormwater water management system.



Once the stormwater system is ready to be transferred to the District, the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity must be submitted to FDEP along with the written cost estimates and O&M plan. After the transfer, the District must keep the cost estimates and O&M plan on file for purposes of maintaining compliance with Section 12.6(b).

### **Changes to Inspection and Reporting Requirements**

Pursuant to Section 12.5(h) of the Handbook, an applicant may propose a project-specific minimum inspection frequency for a stormwater management system, with a maximum frequency of five years. If FDEP determines that an applicant's proposed inspection frequency does not provide assurances that the stormwater management system in question will continue to function perpetually as designed and permitted, FDEP shall require frequencies as listed in table depicted below.

TYPE OF SYSTEM	INSPECTION FREQUENCY
Dry Retention basins	Once every 3 years
Exfiltration trenches	Once every 2 Years
Underground retention	Once every Year
Sand or Media Filters	Once every Year
Underdrain System	Once every 2 Years
Underground vault/chambers	Once every Year
Pump Systems	Twice every Year
Swales (treatment)	Once every 3 years
Wet Detention systems	Once every 3 years
Wet Detention systems with littoral zones	Once every 2 years
Vegetated Natural Buffers	Once every 5 years
Manufactured Devices	As manufacturer recommends in
	specifications, minimum once every year
Dam Systems	Once every Year
All other	Once every Year

Pursuant to Section 12.6(b) of the Handbook, special districts responsible for stormwater management systems must submit an inspection report to FDEP within 30 days of the inspection's completion. The inspection report must use Form 62-330.311(1) "Operation and Maintenance Inspection Certification," and must be certified by a "qualified inspector." As defined in Section 12.5(c), a qualified inspector is either a (1) registered professional, (2) a person whose inspection was overseen by a registered professional, or (3) a person who has completed training regarding certain relevant topics within the 5 years prior to the inspection.

The inspection report submitted by the qualified inspector to FDEP must include the following:



- Form 62-330.311(3) "Inspection Checklists;"
- Updates to the operation and maintenance cost estimates submitted to FDEP, if any, as described in Section 12.3.5 of the Handbook;
- Updates to the written O&M plan submitted to FDEP, if any, as described in Section 12.4.1 of the Handbook; and
- Any monitoring reports requirement that may be required as a condition to a specific permit.

Pursuant to Section 12.6(e), O&M entities shall continue to follow the inspection and reporting requirements contained in a permit issued under Part IV of Chapter 373, F.S. prior to June 28, 2024, unless the permittee obtains a modification using the procedures in Rule 62-330.315, F.A.C., to comply with the inspection and reporting requirements of Rule 62-330.311, F.A.C., and Section 12.6.

All forms referenced in the foregoing are provided at the following link: <a href="https://floridadep.gov/water/engineering-hydrology-geology/content/erp-stormwater-resource-center">https://floridadep.gov/water/engineering-hydrology-geology/content/erp-stormwater-resource-center</a>

# SECTION D

# SECTION 1

# Lake Lizzie Community Development District

## Summary of Checks

November 01, 2024 to November 30, 2024

Bank	Date	Check No.'s	Amount
General Fund			
	11/12/24	92-93	\$ 5,333.38
	11/19/04	94	\$ 1,121.00
			\$ 6,454.38

AP300R YEAR-TO-DA	ATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	RUN 1/30/25	PAGE 1
*** CHECK DATES 11/01/2024 - 11/30/2024 ***	LAKE LIZZIE GENERAL FUND		

BANK A LAKE LIZZE CDD-GF

	D.	ANK A DAKE DIZZE CDD-GF			
	DATE INVOICE YRMO DPT ACCT#		ME STATUS	AMOUNT	CHECK AMOUNT #
11/12/24 00001	11/01/24 40 202411 310-51300- MANAGEMENT FEES NOV24	34000	*	3,333.33	
	11/01/24 40 202411 310-51300- WEBSITE ADMIN NOV24	35200	*	100.00	
	11/01/24 40 202411 310-51300- INFORMATION TECH NOV24	35100	*	150.00	
	11/01/24 40 202411 310-51300- DISSEMINATION SVCS NOV24	31300	*	416.67	
	11/01/24 40 202411 310-51300- OFFICE SUPPLIES NOV24	51000	*	.03	
	11/01/24 40 202411 310-51300- POSTAGE NOV24	42000	*	.20	
	11/01/24 40 202411 310-51300- COPIES NOV24	42500	*	3.15	
	11/01/24 41 202411 320-53800- FIELD MANAGEMENT NOV24	34000	*	875.00	
	FIEDD MANAGEMENT NOVZI	GOVERNMENTAL MANAGEMEN	NT SERVICES-CF		4,878.38 000092
11/12/24 00004	10/31/24 3469780 202409 310-51300- GENERAL COUNSEL SEP24		*		
		KUTAK ROCK LLP			455.00 000093
11/19/24 00010	9/30/24 223763 202409 320-53800- LAKE MAINTENANCE SEP24	47000	*	552.00	
	10/31/24 223447 202410 320-53800- LAKE MAINTENANCE OCT24	47000	*	569.00	
		APPLIED AQUATIC MANAGE	EMENT, INC.		1,121.00 000094
		TOT	TAL FOR BANK A	6,454.38	
		TOT	TAL FOR REGISTER	6,454.38	

LLIZ LAKE LIZZI IARAUJO

# SECTION 2

Community Development District

## **Unaudited Financial Reporting**

November 30, 2024



# **Table of Contents**

1	Balance Sheet
2	General Fund
3	Debt Service Fund - Series 2023
4	Debt Service Fund - Series 2024
5	Capital Projects - Series 2023
6	Capital Projects - Series 2024
7	Month to Month
8	Assessment Receipt Schedule
9	Long-Term Debt

### **Community Development District**

#### Combined Balance Sheet November 30, 2024

	(	General Fund	Dε	Debt Service Fund		tal Projects Fund	Totals Governmental Funds	
Assets:								
Operating Account	\$	79,836	\$	-	\$	-	\$	79,836
Due from General Fund	\$	-	\$	2,970	\$	-	\$	2,970
Investments:								
<u>Series 2023</u>								
Reserve	\$	-	\$	120,013	\$	-	\$	120,013
Revenue	\$	-	\$	18,341	\$	-	\$	18,341
Construction	\$	-	\$	-	\$	9,981	\$	9,981
Cost of Issuance	\$	-	\$	-	\$	22	\$	22
Series 2024								
Reserve	\$	-	\$	74,824	\$	-	\$	74,824
Capital Interest	\$	-	\$	114,987	\$	_	\$	114,987
Construction	\$	-	\$	-	\$	4,781	\$	4,781
Cost of Issuance	\$	-	\$	-	\$	5,350	\$	5,350
<b>Total Assets</b>	\$	79,836	\$	331,135	\$	20,134	\$	431,105
Liabilities:								
Accounts Payable	\$	9,040	\$	-	\$	-	\$	9,040
Due to Debt Service	\$	2,970	\$	-	\$	-	\$	2,970
Total Liabilites	\$	12,011	\$	-	\$	-	\$	12,011
Fund Balance:								
Restricted For:								
Debt Service - Series 2023	\$	-	\$	141,324	\$	_	\$	141,324
Debt Service - Series 2024	\$	-	\$	189,811	\$	-	\$	189,811
Capital Projects - Series 2023	\$	-	\$	-	\$	10,003	\$	10,003
Capital Projects - Series 2024	\$	-	\$	-	\$	10,131	\$	10,131
Unassigned	\$	67,825	\$	-	\$	-	\$	67,825
<b>Total Fund Balances</b>	\$	67,825	\$	331,135	\$	20,134	\$	419,094
Total Liabilities & Fund Balance	\$	79,836	\$	331,135	\$	20,134	\$	431,105

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

Revenues:			
Revenues	ınce		
Assessments- On Roll \$ 237,611 \$ 2,940 \$ 2,940 \$  Total Revenues \$ 237,611 \$ 2,940 \$ 2,940 \$  Expenditures:  **Best Control of Maintenance**  **Contingency \$ 12,000 \$ 2,000 \$ 800 \$ 5 6,000 \$ 300 \$ 6 6,667 \$ 6,000 \$ 1,000 \$ 833 \$ 6 1 \$			
Total Revenues   \$ 237,611   \$ 2,940   \$ 2,940   \$			
Expenditures:  General & Administrative:  Supervisors Fees \$ 12,000 \$ 2,000 \$ 800 \$ FICA Expense \$ 918 \$ 153 \$ 61 \$ FICA Expense \$ 15,000 \$ 2,500 \$ 300 \$ Attorney \$ 25,000 \$ 4,167 \$ 3,739 \$ Attorney \$ 25,000 \$ 5,000 \$ 5,000 \$ Annual Audit \$ 3,900 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$	-		
Supervisors Fees	-		
Supervisors Fees \$ 12,000 \$ 2,000 \$ 800 \$ FICA Expense \$ 918 \$ 153 \$ 61 \$ Engineering \$ 15,000 \$ 2,500 \$ 300 \$ Attorney \$ 25,000 \$ 4,167 \$ 3,739 \$ Annual Audit \$ 3,900 \$ - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ - \$ Annual Audit \$ 3,900 \$ 5 - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$			
Fical Expense			
Engineering \$ 15,000 \$ 2,500 \$ 300 \$ Attorney \$ 25,000 \$ 4,167 \$ 3,739 \$ Annual Audit \$ 3,900 \$ - \$ - \$ - \$ \$ Assessment Administration \$ 5,000 \$ 5,000 \$ 5,000 \$ 5,000 \$ 5 5,00	1,200		
Attorney \$ 25,000 \$ 4,167 \$ 3,739 \$ Annual Audit \$ 3,900 \$ - \$ - \$ - \$ \$ Assessment Administration \$ 5,000 \$ 5,000 \$ 5,000 \$ Arbitrage \$ 900 \$ 450 \$ 450 \$ 450 \$ Dissemination \$ 6,000 \$ 1,000 \$ 833 \$ Trustee Fees \$ 8,081 \$ - \$ - \$ - \$ Management Fees \$ 40,000 \$ 6,667 \$ 6,667 \$ Information Technology \$ 1,800 \$ 300 \$ 300 \$ \$ Other Comments of the comm	92		
Annual Audit \$ 3,900 \$ - \$ - \$ - \$ Assessment Administration \$ 5,000 \$ 5,000 \$ 5,000 \$ 5,000 \$ Arbitrage \$ 900 \$ 450 \$ 450 \$ 450 \$ 5 5,000 \$ 5	2,200		
Assessment Administration \$ 5,000 \$ 5,000 \$ \$ 450 \$ \$ Arbitrage \$ 900 \$ 450 \$ 450 \$ \$ Arbitrage \$ 900 \$ 450 \$ \$ 450 \$ \$ Arbitrage Fees \$ 8,081 \$ - \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	428		
Arbitrage \$ 900 \$ 450 \$ 450 \$ \$ Dissemination \$ 6,000 \$ 1,000 \$ 833 \$ Trustee Fees \$ 8,081 \$ - \$ - \$ Management Fees \$ 40,000 \$ 6,667 \$ 6,667 \$ Information Technology \$ 1,800 \$ 300 \$ 300 \$ Website Maintenance \$ 1,200 \$ 200 \$ 200 \$ Telephone \$ 300 \$ 50 \$ - \$ Postage & Delivery \$ 1,000 \$ 167 \$ 30 \$ Insurance \$ 6,000 \$ 6,000 \$ 5,200 \$ Printing \$ 1,000 \$ 167 \$ 3 \$ Insurance \$ 6,000 \$ 6,000 \$ 5,200 \$ Printing \$ 1,000 \$ 167 \$ 3 \$ Insurance \$ 6,000 \$ 6,000 \$ 5,200 \$ Insurance \$ 6,000 \$ 167 \$ 3 \$ Insurance \$ 6,000 \$ 167 \$ 3 \$ Insurance \$ 6,000 \$ 167 \$ 3 \$ Insurance \$ 1,000 \$ 177 \$ \$ Insurance \$ 1,000 \$ 177 \$ Insurance \$ 1,000 \$ 1,000 \$ Insurance \$ 1,000 \$ Insura	-		
Dissemination	-		
Trustee Fees         \$ 8,081         \$ -         \$ -         \$           Management Fees         \$ 40,000         \$ 6,667         \$ 6,667         \$           Information Technology         \$ 1,800         \$ 300         \$ 300         \$           Website Maintenance         \$ 1,200         \$ 200         \$ 200         \$           Postage & Delivery         \$ 300         \$ 50         \$ -         \$           Postage & Delivery         \$ 1,000         \$ 167         \$ 30         \$           Insurance         \$ 6,000         \$ 6,000         \$ 5,200         \$           Printing         \$ 10,000         \$ 167         \$ 3         \$           Legal Advertising         \$ 15,000         \$ 2,500         \$ -         \$           Contingency         \$ 5,000         \$ 833         \$ 126         \$           Office Supplies         \$ 625         \$ 104         \$ 0         \$           Travel Per Diem         \$ 660         \$ 110         \$ -         \$           Dues, Licenses & Subscriptions         \$ 175         \$ 175         \$ 175         \$           Total General & Administrative:         \$ 149,559         \$ 32,542         \$ 23,885         \$	-		
Management Fees         \$ 40,000         \$ 6,667         \$ 6,667         \$ Information Technology         \$ 1,800         \$ 300         \$ 300         \$ 300         \$ \$ 300         \$ \$ 300         \$ \$ 200         \$ 200	167		
Information Technology	-		
Website Maintenance         \$ 1,200         \$ 200         \$ 200         \$ 7 elephone         \$ 300         \$ 50         \$ - \$ elephone         \$ 300         \$ 50         \$ - \$ elephone         \$ 800         \$ 50         \$ - \$ elephone         \$ 800         \$ 50         \$ - \$ elephone         \$ 1,000         \$ 167         \$ 30         \$ 80         \$ 10         \$ 167         \$ 30         \$ 10         \$ 10         \$ 167         \$ 30         \$ 10         \$ 10         \$ 167         \$ 10 <td>0</td>	0		
Telephone	-		
Postage & Delivery	-		
Postage & Delivery	50		
Insurance	136		
Printing       \$ 1,000       \$ 167       \$ 3       \$         Legal Advertising       \$ 15,000       \$ 2,500       \$ -       \$         Contingency       \$ 5,000       \$ 833       \$ 126       \$         Office Supplies       \$ 625       \$ 104       \$ 0       \$         Travel Per Diem       \$ 660       \$ 110       \$ -       \$         Dues, Licenses & Subscriptions       \$ 175       \$ 175       \$ 175       \$         Total General & Administrative:       \$ 149,559       \$ 32,542       \$ 23,885       \$         Operation and Maintenance         Field Expenditures         Field Management       \$ 10,500       \$ 1,750       \$ 1,750       \$         Pond Mowing       \$ 30,000       \$ 5,000       \$ 1,580       \$         Pond Maintenance       \$ 12,000       \$ 2,000       \$ 1,138       \$         Contingency       \$ 35,552       \$ 5,925       \$ -       \$	800		
Legal Advertising       \$ 15,000       \$ 2,500       \$ -       \$         Contingency       \$ 5,000       \$ 833       \$ 126       \$         Office Supplies       \$ 625       \$ 104       \$ 0       \$         Travel Per Diem       \$ 660       \$ 110       \$ -       \$         Dues, Licenses & Subscriptions       \$ 175       \$ 175       \$ 175       \$         Total General & Administrative:       \$ 149,559       \$ 32,542       \$ 23,885       \$         Operation and Maintenance         Field Expenditures         Field Management       \$ 10,500       \$ 1,750       \$ 1,750       \$         Pond Mowing       \$ 30,000       \$ 5,000       \$ 1,580       \$         Pond Maintenance       \$ 12,000       \$ 2,000       \$ 1,138       \$         Contingency       \$ 35,552       \$ 5,925       \$ -       \$	164		
Contingency \$ 5,000 \$ 833 \$ 126 \$ Office Supplies \$ 625 \$ 104 \$ 0 \$ Travel Per Diem \$ 660 \$ 110 \$ - \$ Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$  Total General & Administrative: \$ 149,559 \$ 32,542 \$ 23,885 \$   Operation and Maintenance  Field Expenditures Field Management \$ 10,500 \$ 1,750 \$ 1,750 \$ Pond Mowing \$ 30,000 \$ 5,000 \$ 1,580 \$ Pond Maintenance \$ 12,000 \$ 2,000 \$ 1,138 \$ Contingency \$ 35,552 \$ 5,925 \$ - \$	2,500		
Office Supplies       \$ 625       \$ 104       \$ 0       \$         Travel Per Diem       \$ 660       \$ 110       \$ - \$       \$         Dues, Licenses & Subscriptions       \$ 175       \$ 175       \$ 175       \$         Total General & Administrative:       \$ 149,559       \$ 32,542       \$ 23,885       \$         Operation and Maintenance         Field Expenditures         Field Management       \$ 10,500       \$ 1,750       \$ 1,750       \$         Pond Mowing       \$ 30,000       \$ 5,000       \$ 1,580       \$         Pond Maintenance       \$ 12,000       \$ 2,000       \$ 1,138       \$         Contingency       \$ 35,552       \$ 5,925       \$ - \$	707		
Travel Per Diem         \$ 660         \$ 110         \$ - \$           Dues, Licenses & Subscriptions         \$ 175         \$ 175         \$ 175           Total General & Administrative:         \$ 149,559         \$ 32,542         \$ 23,885         \$           Operation and Maintenance           Field Expenditures         Field Management         \$ 10,500         \$ 1,750         \$ 1,750         \$ Pond Mowing         \$ 30,000         \$ 5,000         \$ 1,580         \$ Pond Maintenance         \$ 12,000         \$ 2,000         \$ 1,138         \$ Contingency         \$ 35,552         \$ 5,925         \$ - \$	104		
Dues, Licenses & Subscriptions       \$ 175       \$ 175       \$ 175       \$         Total General & Administrative:       \$ 149,559       \$ 32,542       \$ 23,885       \$         Operation and Maintenance         Field Expenditures         Field Management       \$ 10,500       \$ 1,750       \$ 1,750       \$ Pond Mowing       \$ 30,000       \$ 5,000       \$ 1,580       \$ Pond Maintenance       \$ 12,000       \$ 2,000       \$ 1,138       \$ Contingency       \$ 35,552       \$ 5,925       \$ -       \$ \$ 10,500       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925       \$ -       \$ 5,925	110		
Operation and Maintenance         Field Expenditures         Field Management       \$ 10,500       \$ 1,750       \$ 1,750       \$ Pond Mowing       \$ 30,000       \$ 5,000       \$ 1,580       \$ Pond Maintenance       \$ 12,000       \$ 2,000       \$ 1,138       \$ Pond Mowing       \$ 35,552       \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925       \$ -       \$ \$ 5,925	-		
Field Expenditures         Field Management       \$ 10,500       \$ 1,750       \$ 1,750       \$ 2,000       \$ 1,580       \$ 2,000       \$ 2,000       \$ 1,138       \$ 2,000<	8,658		
Field Management       \$ 10,500       \$ 1,750       \$ 1,750       \$         Pond Mowing       \$ 30,000       \$ 5,000       \$ 1,580       \$         Pond Maintenance       \$ 12,000       \$ 2,000       \$ 1,138       \$         Contingency       \$ 35,552       \$ 5,925       \$ -       \$			
Field Management       \$ 10,500       \$ 1,750       \$ 1,750       \$         Pond Mowing       \$ 30,000       \$ 5,000       \$ 1,580       \$         Pond Maintenance       \$ 12,000       \$ 2,000       \$ 1,138       \$         Contingency       \$ 35,552       \$ 5,925       \$ -       \$			
Pond Mowing       \$ 30,000       \$ 5,000       \$ 1,580       \$         Pond Maintenance       \$ 12,000       \$ 2,000       \$ 1,138       \$         Contingency       \$ 35,552       \$ 5,925       \$ -       \$	_		
Pond Maintenance \$ 12,000 \$ 2,000 \$ 1,138 \$ Contingency \$ 35,552 \$ 5,925 \$ - \$	3.420		
Contingency \$ 35,552 \$ 5,925 \$ - \$	862		
Subtotal         \$ 88,052         \$ 14,675         \$ 4,468         \$	5,925		
Subtotal \$ 88,052 \$ 14,675 \$ 4,468 \$	10.207		
	10,207		
Total O&M Expenditures: \$ 88,052 \$ 14,675 \$ 4,468 \$	10,207		
Total Expenditures \$ 237,611 \$ 47,217 \$ 28,353 \$	18,865		
Excess Revenues (Expenditures) \$ - \$ (25,412)			
Fund Balance - Beginning \$ - \$ 93,237			
Fund Balance - Ending \$ - \$ 67,825			

### **Community Development District**

### **Debt Service Fund - Series 2023**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prora	Prorated Budget		Actual			
		Budget	Thru	11/30/24	Thr	ru 11/30/24		Variance	
Revenues:									
Assessments	\$	240,025	\$	2,970	\$	2,970	\$	-	
Interest	\$	4,811	\$	802	\$	1,605	\$	803	
<b>Total Revenues</b>	\$	244,836	\$	3,772	\$	4,575	\$	803	
Expenditures:									
Interest Expense 11/1	\$	91,978	\$	91,978	\$	91,978	\$	-	
Principal Expense 5/1	\$	55,000	\$	-	\$	-	\$	-	
Interest Expense 5/1	\$	91,978	\$	-	\$	-	\$	-	
Total Expenditures	\$	238,955	\$	91,978	\$	91,978	\$	-	
Excess Revenues (Expenditures)	\$	5,881			\$	(87,402)			
Fund Balance - Beginning	\$	106,527			\$	228,726			
Fund Balance - Ending	\$	112,407			\$	141,324			

### **Community Development District**

### **Debt Service Fund - Series 2024**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget		Actual			
	Bud	get	Thru 1	1/30/24	Thr	u 11/30/24	Variance	
Revenues:								
Interest	\$	-	\$	-	\$	114,987	\$	114,987
<b>Total Revenues</b>	\$	-	\$	-	\$	114,987	\$	114,987
Expenditures:								
Interest Expense 11/1	\$	-	\$	-	\$	-	\$	-
Principal Expense 5/1	\$	-	\$	-	\$	-	\$	-
Interest Expense 5/1	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$		\$	-
Other Financing Sources:								
Bond Proceeds	\$	-	\$	-	\$	74,824	\$	74,824
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	74,824	\$	74,824
Excess Revenues (Expenditures)	\$	-			\$	189,811		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	189,811		

### **Community Development District**

### **Capital Projects Fund - Series 2023**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorate	Prorated Budget		Actual		
	Bud	get	Thru 1	1/30/24	Thru 11/30/24		Variance	
Revenues:								
Interest	\$	-	\$	-	\$	81	\$	81
Total Revenues	\$	-	\$	-	\$	81	\$	81
Expenditures:								
Capital Outlay-Construction	\$	-	\$	-	\$	-	\$	-
Capital Outlay-COI	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	-			\$	81		
Fund Balance - Beginning	\$	-			\$	9,922		
Fund Balance - Ending	\$	-			\$	10,003		

### **Community Development District**

### **Capital Projects Fund - Series 2024**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget		Actual			
	Bud	get	Thru 1	1/30/24	Thi	ru 11/30/24	Variance	
Expenditures:								
Capital Outlay-Construction	\$	-	\$	-	\$	1,743,683	\$	(1,743,683)
Capital Outlay-COI	\$	-	\$	-	\$	211,375	\$	(211,375)
Total Expenditures	\$	-	\$	-	\$	1,955,058	\$	(1,955,058)
Other Financing Sources/(Uses)								
Bond Proceeds	\$	-	\$	-	\$	1,965,189	\$	1,965,189
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	1,965,189	\$	1,965,189
Excess Revenues (Expenditures)	\$	-			\$	10,131		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	10,131		

# Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessment - On Roll	\$ - \$	2,940.41 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,940
Total Revenues	\$ - \$	2,940 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,940
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 400 \$	400 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	800
FICA Expenditures	\$ 31 \$	31 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	63
Engineering	\$ 300 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	300
Attorney	\$ 3,739 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,739
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Assessment Administration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Arbitrage	\$ - \$	450 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Disemination Fees	\$ 417 \$	417 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	833
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Management Fees	\$ 3,333 \$	3,333 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,667
Information Technology	\$ 150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	300
Website Maintenance **	\$ 100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	200
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Postage & Delivery	\$ 30 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	30
Insurance	\$ 5,200 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,200
Printing	\$ - \$	3 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3
Legal Advertising	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	_
Contingency	\$ 88 \$	38 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	126
Office Supplies	\$ 0 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	0
Travel Per Diem	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$ 18,962 \$	4,922 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	23,885
Operation and Maintenance													
Field Expenses													
Field Management	\$ 875 \$	875 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,750
Pond Mowing	\$ 790 \$	790 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,580
Pond Maintenance	\$ 569 \$	569 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,138
Contingency	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Subtotal	\$ 2,234 \$	2,234 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,468
Total Expenditures	\$ 21,196 \$	7,156 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	28,353
F B (F	 (21.106)	(4.216)		- \$				- \$		- \$			(25.466
Excess Revenues (Expenditures)	\$ (21,196) \$	(4,216) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(25,412

### LAKE LIZZIE CDD

#### **COMMUNITY DEVELOPMENT DISTRICT**

#### Special Assessment Receipts Fiscal Year 2025

### ON ROLL ASSESSMENTS

Gross Assessments \$ 252,778.11 \$ 255,346.14 \$ 508,124.25 Net Assessments \$ 237,611.42 \$ 240,025.37 \$ 477,636.80

							49.75%	50.25%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund	Debt Series 2023	Total
11/21/24	АСН	\$6,282.62	(\$251.30)	(\$120.63)	\$0.00	\$5,910.69	\$2,940.41	\$2,970.28	\$5,910.69
	TOTAL	\$ 6,282.62	\$ (251.30)	\$ (120.63)	\$ -	\$ 5,910.69	\$ 2,940.41	\$ 2,970.28	\$ 5,910.69

	1%	Net Percent Collected
\$	471,726.11	<b>Balance Remaining to Collect</b>

### **Community Development District**

### **Long Term Debt Report**

### Series 2023, Special Assessment Revenue Bonds

Interest Rate: 4.500%, 4.600%, 5.300%, 5.500%

Maturity Date: 5/1/2053

Reserve Fund Definition 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$120,013 Reserve Fund Balance \$120,013

Bonds Outstanding - 07/07/2023 \$3,535,000 Less: Principal Payment - 05/01/2024 (\$50,000)

Current Bonds Outstanding \$3,485,000

#### Series 2024, Special Assessment Revenue Bonds

Interest Rate: 4.550%, 5.350%, 5.650%

Maturity Date: 5/1/2055

Reserve Fund Definition 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$74,824 Reserve Fund Balance \$74,824

Bonds Outstanding - 11/08/24 \$2,155,000

Current Bonds Outstanding \$2,155,000