LAKEWOOD PARK **COMMUNITY DEVELOPMENT** DISTRICT June 7, 2022 **BOARD OF SUPERVISORS REGULAR MEETING A**GENDA

Lakewood Park Community Development District OFFICE OF THE DISTRICT MANAGER 2300 Glades Road, Suite 410W•Boca Raton, Florida 33431 Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 31, 2022

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Lakewood Park Community Development District

Dear Board Members:

The Board of Supervisors of the Lakewood Park Community Development District will hold a Regular Meeting on June 7, 2022 at 1:00 p.m., at the offices of Cobb Cole, 231 North Woodland Boulevard, DeLand, Florida 32720. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Acceptance of Resignation of John Donaldson, Seat 4; *Term Expires November, 2022*
- 4. Consider Appointment to Fill Unexpired Term of Seat 5
 - Administration of Oath of Office (the following will be provided in a separate package)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B Memorandum of Voting Conflict
- 5. Acceptance of Additional Resignations
- 6. Consider Appointment of Supervisors
- 7. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date

- 8. Consideration of Resolution 2022-02, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; and Providing for an Effective Date
- 9. Consideration of Resolution 2022-03, Approving the Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 10. Consideration of Resolution 2022-04, Designating a Date, Time and Location for a Landowners' Meeting of the District, and Providing for an Effective Date
- 11. Consideration of Resolution 2022-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
- 12. Consideration of Lakewood Park Homeowners Association, Inc., Agreement for Infrastructure Management and Maintenance Services
- 13. Ratification of Letter Agreement for Stormwater Management Needs Analysis
- 14. Acceptance of Unaudited Financial Statements as of April 30, 2022
- 15. Approval of July 14, 2021 Public Hearing and Regular Meeting Minutes
- 16. Staff Reports
 - A. District Counsel: Cobb Cole
 - B. District Engineer: Madden, Moorhead & Stokes, LLC
 - C. District Manager: Wrathell, Hunt and Associates, LLC
 - NEXT MEETING DATE: July 13, 2022 at 2:30 P.M.

O QUURUINI	CHECK		
Chad Clevenger	IN PERSON	PHONE	No
Megan Willbur	IN PERSON	PHONE	No
Lia Villar	IN PERSON	PHONE	No
Terri Imperato	IN PERSON	PHONE	No
	IN PERSON		No

• QUORUM CHECK

17. Board Members' Comments/Requests

Board of Supervisors Lakewood Park Community Development District June 7, 2022, Regular Meeting Agenda Page 3

18. Public Comments

19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-867 or Kristen Suit at (410) 207-1802.

Sincerely,

Switcher

Craig Wrathell District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 943 865 3730

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT



October 8, 2021

To whom it may concern,

Please have this letter serve as notice that I, <u>JGHN</u> <u>Donktoson</u>, on behalf of <u>DDC Management, LLC</u>, will be resigning my position as <u>Board Member</u>, for Lakewood Park Community Development District, Board of Directors, to be effective immediately.

Sign 1 P 2021 D Date: tauguaso Print: 61

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2022-01

A RESOLUTION OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to designate the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT:

1. The District officers are as follows:

	is appointed Chair
	is appointed Vice Chair
Craig Wrathell	is appointed Secretary
	is appointed Assistant Secretary
	is appointed Assistant Secretary
	is appointed Assistant Secretary
Kristen Suit	is appointed Assistant Secretary

- 2. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.
- 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7TH DAY OF JUNE, 2022.

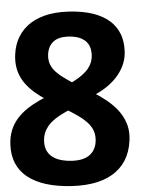
ATTEST:

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 13, 2021, the Board of Supervisors ("Board") of the Lakewood Park Community Development District ("District"), adopted a Budget for Fiscal Year 2020/2021; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2020/2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Fiscal Year 2020/2021 Budget is hereby amended in accordance with Exhibit "A" attached hereto; and

<u>Section 2.</u> This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2021 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 7th day of June, 2022.

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT AMENDED GENERAL FUND BUDGET FISCAL YEAR 2021 EFFECTIVE NOVEMBER 30, 2021

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT AMENDED GENERAL FUND BUDGET FISCAL YEAR 2021 EFFECTIVE NOVEMBER 30, 2021

	Actual	Original	Budget to	Proposed	Amended
REVENUES					
Landowner contribution	\$ 76,811	\$ 81,865	\$ 5,054	\$ 699	\$ 82,564
Total revenues	76,811	81,865	5,054	699	82,564
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	48,000	-	-	48,000
Legal	14,412	15,000	588	-	15,000
Engineering	-	3,000	3,000	-	3,000
Dissemination agent	500	, _	(500)	500	500
Telephone	200	200	-	-	200
Postage	21	500	479	(479)	21
Printing & binding	500	500	-	-	500
Legal advertising	15,244	6,500	(8,744)	8,744	15,244
Annual special district fee	-	175	175	-	175
Insurance	1,260	5,500	4,240	(4,240)	1,260
Contingencies/bank charges	537	600	63	302	902
Website hosting & maintenance	1,680	1,680	-	-	1,680
Website ADA compliance	210	210			210
Total expenditures	82,564	81,865	(699)	4,827	86,692
Excess/(deficiency) of revenues					
over/(under) expenditures	(5,753)	-	5,753	(4,128)	(4,128)
Fund balances - beginning	-	-	-	-	-
Fund balances - ending	\$ (5,753)	\$ -	\$ 5,753	\$ (4,128)	\$ (4,128)
i and salahood onding	\$ (0,100)	<u> </u>	÷ 0,700	φ (1,120)	

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Lakewood Park Community Development District (the "Board") the proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The proposed budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved proposed budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2022

HOUR: __:__A./P. M.

LOCATION: Office of Cobb Cole 231 North Woodland Boulevard DeLand, Florida 32720

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Volusia County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF JUNE, 2022.

ATTEST:

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Proposed Budget

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2023

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

Description	Page Number(s)
General Fund Budget	1
Definitions of General Fund Expenditures	2
Debt Service Fund Budget - Series 2021	3
Amortization Schedule - Series 2021	4 - 5
Assessment Summary	6

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2023

	Fiscal Year 2022				
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2022	03/31/22	09/30/22	Projected	FY 2023
REVENUES				· · · · ·	
Assessment levy: on-roll - gross	\$-				\$ 39,117
Allowable discounts (4%)	-				(1,565)
Assessment levy: on-roll - net	-	\$-	\$-	\$-	37,552
Assessment levy: off-roll	-	-	-	-	48,570
Landowner contribution	85,340	23,035	62,305	85,340	
Total revenues	85,340	23,035	62,305	85,340	86,122
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	15,000	665	14,335	15,000	15,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	4,500	-	4,500	4,500	4,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	500	500	1,000	1,000
Trustee*	4,050	-	4,050	4,050	4,050
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	2,000	317	1,683	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges	500	147	353	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	210	-	210	210
Tax collector	-	-	-	-	782
Total professional & administrative	85,340	31,364	53,976	85,340	86,122
Total expenditures	85,340	31,364	53,976	85,340	86,122
·	,	<u> </u>	,		,
Excess/(deficiency) of revenues					
over/(under) expenditures	-	(8,329)	8,329	-	-
Fund balance - beginning (unaudited)					
Fund balance - ending (projected)				-	
Unassigned			8,329		
Fund balance - ending	-	\$ -	\$ 8,329	\$ -	\$ -
i unu balance - enuling	ψ -	ψ -	ψ 0,329	Ψ -	ψ -

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES Professional & administrative

Total expenditures

\$ 48,000 Management/accounting/recording Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community. Legal 15,000 General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. Engineering 2,000 The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities. Audit 4,500 Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures. Arbitrage rebate calculation* 500 To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability. **Dissemination agent*** 1,000 The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent. Telephone 200 Telephone and fax machine. Postage 500 Mailing of agenda packages, overnight deliveries, correspondence, etc. Printing & binding 500 Letterhead, envelopes, copies, agenda packages Legal advertising 2,000 The District advertises for monthly meetings, special meetings, public hearings, public bids, etc. Annual special district fee 175 Annual fee paid to the Florida Department of Economic Opportunity. Insurance 5,500 The District will obtain public officials and general liability insurance. Contingencies/bank charges 500 Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc. 705 Website hosting & maintenance Website ADA compliance 210 Tax collector 782

2

\$ 86,122

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2021 FISCAL YEAR 2023

	Proposed Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2023
REVENUES				· · ·	
Assessment levy: on-roll	\$-				\$ 190,837
Allowable discounts (4%)	-				(7,633)
Net assessment levy - on-roll	-	\$-	\$-	\$-	183,204
Assessment levy: off-roll	59,270	-	50,395	50,395	-
Lot closing	-	8,875	-	8,875	-
Interest	-	9	-	9	-
Total revenues	59,270	8,884	50,395	59,279	183,204
EXPENDITURES Debt service					
Principal	-	-	-	-	65,000
Interest	119,528	60,258	59,270	119,528	118,540
Tax collector		-			3,817
Total expenditures	119,528	60,258	59,270	119,528	187,357
Excess/(deficiency) of revenues over/(under) expenditures	(60,258)	(51,374)	(8,875)	(60,249)	(4,153)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(6)	-	(6)	-
Total other financing sources/(uses)	-	(6)	-	(6)	-
Net increase/(decrease) in fund balance	(60,258)	(51,380)	(8,875)	(60,255)	(4,153)
Fund balance:					
Beginning fund balance (unaudited)	302,731	315,557	264,177	315,557	255,302
Ending fund balance (projected)	\$242,473	\$264,177	\$ 255,302	\$ 255,302	251,149
Use of fund balance: Debt service reserve account balance (requ Interest expense - November 1, 2023	uired)				(183,203) (58,417)
Projected fund balance surplus/(deficit) as a	of September	30, 2023			\$ 9,529

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT SERIES 2021 AMORTIZATION SCHEDULE

Principal Coupon Rate Interest Debt Service Balance 11/01/23 65,000.00 2.625% 59,270.00 59,270.00 3,220,000.00 11/01/23 65,000.00 2.625% 59,270.00 124,270.00 3,155,000.00 05/01/24 65,000.00 2.625% 58,416.88 58,416.88 3,090,000.00 05/01/24 65,000.00 2.625% 57,563.75 57,563.75 3,090,000.00 05/01/26 70,000.00 2.625% 56,710.63 126,710.63 3,025,000.00 05/01/27 70,000.00 3.200% 55,791.88 125,791.88 2,985,000.00 05/01/27 70,000.00 3.200% 53,571.88 124,671.88 2,885,000.00 05/01/27 70,000.00 3.200% 53,551.88 124,671.88 2,485,000.00 05/01/27 70,000.00 3.200% 53,551.88 124,671.88 2,485,000.00 05/01/27 75,000.00 3.200% 53,551.88 124,571.88 2,485,000.00 05/01/37 75,000.00 3.200%<						Bond
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$		Principal	Coupon Rate	Interest	Debt Service	
$\begin{array}{c c c c c c c c c c c c c c c c c c c $						
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		65,000.00	2.625%			
$\begin{array}{c c c c c c c c c c c c c c c c c c c $,		
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		65,000.00	2.625%			
11/01/25 56,710.63 56,710.63 56,710.63 3,025,000.00 05/01/26 70,000.00 2,625% 56,710.63 126,710.63 2,955,000.00 05/01/27 70,000.00 3,200% 55,791.88 52,791.88 2,985,000.00 05/01/27 70,000.00 3,200% 55,791.88 126,711.88 2,885,000.00 05/01/28 70,000.00 3,200% 53,551.88 53,551.88 2,815,000.00 05/01/29 75,000.00 3,200% 53,551.88 52,351.88 2,740,000.00 05/01/30 75,000.00 3,200% 52,351.88 127,351.88 2,665,000.00 05/01/31 80,000.00 3,200% 51,151.88 131,151.88 2,685,000.00 05/01/32 85,000.00 3,625% 49,871.88 49,871.88 2,500,000.00 05/01/32 85,000.00 3,625% 48,331.25 48,331.25 2,415,000.00 011/01/32 48,331.25 48,331.25 2,415,000.00 2,415,000.00 05/01/33 80,000.00 3,625% 46,790						
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	05/01/25	65,000.00	2.625%			3,025,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$				56,710.63		
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		70,000.00	2.625%			
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	11/01/26			55,791.88	55,791.88	2,955,000.00
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		70,000.00	3.200%	55,791.88	125,791.88	2,885,000.00
$\begin{array}{c c c c c c c c c c c c c c c c c c c $				54,671.88	54,671.88	
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	05/01/28	70,000.00	3.200%			
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	11/01/28			53,551.88		2,815,000.00
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	05/01/29	75,000.00	3.200%	53,551.88	128,551.88	2,740,000.00
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$					52,351.88	2,740,000.00
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	05/01/30	75,000.00	3.200%	52,351.88	127,351.88	2,665,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	11/01/30			51,151.88	51,151.88	2,665,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	05/01/31	80,000.00	3.200%	51,151.88	131,151.88	2,585,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	11/01/31			49,871.88	49,871.88	2,585,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	05/01/32	85,000.00	3.625%	49,871.88	134,871.88	2,500,000.00
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	11/01/32			48,331.25	48,331.25	2,500,000.00
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	05/01/33	85,000.00	3.625%	48,331.25	133,331.25	2,415,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	11/01/33			46,790.63	46,790.63	2,415,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	05/01/34	90,000.00	3.625%	46,790.63	136,790.63	2,325,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	11/01/34			45,159.38	45,159.38	2,325,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	05/01/35	90,000.00	3.625%	45,159.38		2,235,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	11/01/35			43,528.13	43,528.13	2,235,000.00
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	05/01/36	95,000.00	3.625%		138,528.13	2,140,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	11/01/36			41,806.25	41,806.25	2,140,000.00
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	05/01/37	100,000.00	3.625%	41,806.25	141,806.25	2,040,000.00
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	11/01/37				39,993.75	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		100,000.00	3.625%			
$\begin{array}{cccccccccccccccccccccccccccccccccccc$,		
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		105,000.00	3.625%	38,181.25	143,181.25	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$						
05/01/41 115,000.00 3.625% 34,284.38 149,284.38 1,610,000.00 11/01/41 32,200.00 32,200.00 32,200.00 1,610,000.00 05/01/42 120,000.00 4.000% 32,200.00 152,200.00 1,490,000.00 11/01/42 29,800.00 29,800.00 152,200.00 1,490,000.00 05/01/43 125,000.00 4.000% 29,800.00 154,800.00 1,365,000.00 05/01/43 125,000.00 4.000% 27,300.00 154,800.00 1,365,000.00 05/01/44 130,000.00 4.000% 27,300.00 157,300.00 1,235,000.00 05/01/44 135,000.00 4.000% 24,700.00 159,700.00 1,235,000.00 05/01/45 135,000.00 4.000% 24,700.00 159,700.00 1,100,000.00 11/01/45 22,000.00 22,000.00 1,100,000.00 1,100,000.00		110,000.00	3.625%			
$\begin{array}{cccccccccccccccccccccccccccccccccccc$						
05/01/42 120,000.00 4.000% 32,200.00 152,200.00 1,490,000.00 1,365,000.00 1,365,000.00 1,365,000.00 1,365,000.00 1,235,000.00 1,235,000.00 1,235,000.00 1,235,000.00 1,235,000.00 1,235,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00 1,100,000.00		115,000.00	3.625%	,	,	
11/01/4229,800.0029,800.001,490,000.0005/01/43125,000.004.000%29,800.00154,800.001,365,000.0011/01/4327,300.0027,300.001,365,000.0005/01/44130,000.004.000%27,300.00157,300.001,235,000.0011/01/4424,700.0024,700.001,235,000.0005/01/45135,000.004.000%24,700.00159,700.001,100,000.0011/01/4522,000.0022,000.001,100,000.00						
05/01/43 125,000.00 4.000% 29,800.00 154,800.00 1,365,000.00 11/01/43 27,300.00 27,300.00 1,365,000.00 1,365,000.00 05/01/44 130,000.00 4.000% 27,300.00 157,300.00 1,235,000.00 11/01/44 24,700.00 24,700.00 1,235,000.00 1,235,000.00 05/01/45 135,000.00 4.000% 24,700.00 159,700.00 1,100,000.00 11/01/45 22,000.00 22,000.00 1,100,000.00 1,100,000.00		120,000.00	4.000%			
11/01/4327,300.0027,300.001,365,000.0005/01/44130,000.004.000%27,300.00157,300.001,235,000.0011/01/4424,700.0024,700.001,235,000.0005/01/45135,000.004.000%24,700.00159,700.001,100,000.0011/01/4522,000.0022,000.001,100,000.00						
05/01/44130,000.004.000%27,300.00157,300.001,235,000.0011/01/4424,700.0024,700.001,235,000.0005/01/45135,000.004.000%24,700.00159,700.001,100,000.0011/01/4522,000.0022,000.001,100,000.00		125,000.00	4.000%	,	,	
11/01/4424,700.0024,700.001,235,000.0005/01/45135,000.004.000%24,700.00159,700.001,100,000.0011/01/4522,000.0022,000.001,100,000.00				,		
05/01/45135,000.004.000%24,700.00159,700.001,100,000.0011/01/4522,000.0022,000.001,100,000.00		130,000.00	4.000%			
11/01/45 22,000.00 22,000.00 1,100,000.00						
		135,000.00	4.000%			
05/01/46 140,000.00 4.000% 22,000.00 162,000.00 960,000.00						
	05/01/46	140,000.00	4.000%	22,000.00	162,000.00	960,000.00

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT SERIES 2021 AMORTIZATION SCHEDULE

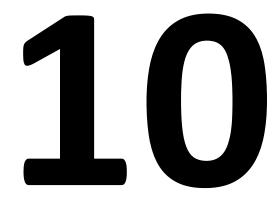
	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
-	гппсіраі	Coupon Nate	Interest	Dept Seivice	
11/01/46			19,200.00	19,200.00	960,000.00
05/01/47	145,000.00	4.000%	19,200.00	164,200.00	815,000.00
11/01/47			16,300.00	16,300.00	815,000.00
05/01/48	150,000.00	4.000%	16,300.00	166,300.00	665,000.00
11/01/48			13,300.00	13,300.00	665,000.00
05/01/49	155,000.00	4.000%	13,300.00	168,300.00	510,000.00
11/01/49			10,200.00	10,200.00	510,000.00
05/01/50	165,000.00	4.000%	10,200.00	175,200.00	345,000.00
11/01/50			6,900.00	6,900.00	345,000.00
05/01/51	170,000.00	4.000%	6,900.00	176,900.00	175,000.00
11/01/51			3,500.00	3,500.00	175,000.00
05/01/52	175,000.00	4.000%	3,500.00	178,500.00	-
Total	3,220,000.00	_	2,377,739.21	5,597,739.21	

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON PROJECTED FISCAL YEAR 2023 ASSESSMENTS

On-Roll Assessments								
								FY 2022
		FY 2023 O&M FY 2023 DS			FY	2023 Total	Total	
		Assessment Assessment			As	sessment	Assessment	
Product/Parcel	Units	per Unit		per Unit		per Unit		per Unit
SF 40'	71	\$	209.19	\$	1,020.52	\$	1,229.71	n/a
SF 50'	116		209.19		1,020.52		1,229.71	n/a
SF 65'	-	209.19		-			209.19	n/a
Total	187							

			Off-Roll As	sessm	ents				
								F	Y 2022
		FY 2	2023 O&M	FY 2	023 DS	FY 2	023 Total		Total
		Assessment		Asse	essment Assessment		essment	Assessment	
Product/Parcel	Units	per Unit		per Unit		per Unit		per Unit	
SF 40'	89	\$	196.64	\$	-	\$	196.64	\$	316.95
SF 50'	145		196.64		-		196.64	\$	316.95
SF 65'	13		196.64		-		196.64		n/a
Total	247								

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the effective date of the Ordinance creating the District (the "Ordinance") was October 19, 2020; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT:

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS. The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	Term Expiration Date
1	Chris Helfrich	2024
2	Megan Wilbur	2024
3	Brian Martin	2022
4	Vacant	2022
5	Chad Moorhead	2022

This year, Seat 3, currently held by Brian Martin, Seat 4, currently vacant, and Seat 5, currently held by Chad Moorhead, are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. LANDOWNER'S ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisors of the District, shall be held on the 1st day of November, 2022, at _____ a/p.m., at the office of Cobb Cole, 231 North Woodland Boulevard, DeLand, Florida 32720 within Volusia County, Florida.

3. PUBLICATION. The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of section 190.006(2)(a), *Florida Statutes*.

4. FORMS. Pursuant to section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's regular meeting held on the 7th day of June, 2022. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010.

5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 7TH DAY OF JUNE, 2022.

ATTEST:

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

Composite Exhibit A

Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Lakewood Park Community Development District (the "District"), the location of which is generally described as comprising approximately 198.02 acres in the City of Deland, Volusia County, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE:	November 1, 2022
TIME:	: a/p.m.
PLACE:	office of Cobb Cole
	231 North Woodland Boulevard
	DeLand, Florida 32720

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (561) 571-0010, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

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

Craig Wrathell District Manager Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

LANDOWNER PROXY LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT VOLUSIA COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 1, 2022

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _______ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Lakewood Park Community Development District to be held at the office of Cobb Cole, 231 North Woodland Boulevard, DeLand, Florida 32720 within Volusia County, Florida on November 1, 2022, at ______ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner	
Signature of Legal Owner	Date
Parcel Description	Acreage Authorized Votes

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

Total Number of Authorized Votes:

NOTES: Pursuant to section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT VOLUSIA COUNTY, FLORIDA LANDOWNERS' MEETING –NOVEMBER 1, 2022

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will each receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Lakewood Park Community Development District and described as follows:

Description	<u>Acreage</u>

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

or

Attach Proxy.

l,	, as Landowner, or as the proxy holder		
of	(Landowner) pursuant to the Landowner's		
Drawy attached horoto, do cast my votos as follows			

Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Printed Name: _____

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: Tuesday, November 1, 2022

TIME: __:__ A./P.M.

LOCATION: office of Cobb Cole 231 North Woodland Boulevard DeLand, Florida 32720

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

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lakewood Park Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Volusia County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation within the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2022/2023 annual meeting schedule attached as **Composite Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT:

1. The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Composite Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law and will also be provided to applicable governing authorities.

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

PASSED AND ADOPTED this 7th day of June, 2022.

ATTEST:

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION Office of Cobb Cole, 231 North Woodland Boulevard, DeLand, Florida 32720		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022	Regular Meeting	2:30 PM
November 1, 2022	Landowners' Meeting	:A/PN
November 9, 2022	Regular Meeting	2:30 PM
December 14, 2022	Regular Meeting	2:30 PM
January 11, 2023	Regular Meeting	2:30 PM
February 8, 2023	Regular Meeting	2:30 PM
March 8, 2023	Regular Meeting	2:30 PM
April 12, 2023	Regular Meeting	2:30 PM
May 10, 2023	Regular Meeting	2:30 PM
June 14, 2023	Regular Meeting	2:30 PM
July 12, 2023	Regular Meeting	2:30 PM
August 9, 2023	Regular Meeting	2:30 PM
September 13, 2023	Regular Meeting	2:30 PM

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT



AGREEMENT BETWEEN THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT AND THE LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC. FOR INFRASTRUCTURE MANAGEMENT AND MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between:

Lakewood Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Volusia County, Florida (the "District")

and

Lakewood Park Homeowners Association, Inc., a Florida not for profit corporation (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has constructed and/or acquired various lands, systems, facilities and infrastructure and other facilities requiring inspection, operation and maintenance services; and

WHEREAS, the District desires to provide efficient inspection, operation and maintenance services for certain improvements and areas owned by the District ("District Property"), as more specifically identified in the attached Exhibit "A"; and

WHEREAS, the Lakewood Park CDD – Engineer's Report, Capital Improvement Plan dated October 28, 2020 and as supplemented by the First Supplemental Engineer's Report dated February 15, 2021 prepared by Madden Moorhead & Stokes, LLC outlines the District's ownership, operation, and maintenance responsibilities related to road improvements, stormwater management, and irrigation and landscaping, as more specifically identified in the attached Exhibit "B"; and

WHEREAS, the Association is a Florida not for profit corporation, owning, operating and maintaining various improvements and facilities in close proximity to District Property; and

WHEREAS, the Association currently employs maintenance personnel and other employees who serve in close proximity to District Property; and

WHEREAS, for ease of administration, cost savings, and to obtain the benefits of fulltime on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain the District Property identified in Exhibit "A"; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain the District Property and desires to contract with the District to do so in accordance with the terms of this Agreement between the District and the Association for Infrastructure Management Maintenance Services (the "Agreement").

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and Association (collectively, the "Parties"), the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC.'S OBLIGATION.

- A. *General duties.* The Association shall be responsible for the management and maintenance of District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance. The Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets.
- B. *Inspection*. The Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Repair and Maintenance*. The Association shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. The Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. The Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. Investigation and Report of Accidents/Claims. The Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports

required by any insurance company or the District in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

- E. Compliance with Government Rules, Regulations, Requirements and Orders. The Association shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental authority having jurisdiction over any District Property. The Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.
- F. Adherence to District Rules, Regulations and Policies. The District shall provide, at the time of the execution of this Agreement, a list of District rules, regulations, and policies, if any, related to the District Property. The Association's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. The Association may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. The Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- G. *Care of Property.* The Association shall use all due care to protect the District Property, its residents and landowners from damage by the Association, its employees or contractors. The Association agrees to repair any damage resulting from the Association's activities and work.
- H. *Standard of Care.* The Association shall be solely responsible for establishing maintenance specifications for the District Property, so long as such standards comply with orders or requirements placed thereon by any governmental authority having jurisdiction over the District Property.
- I. *Staffing.* The Association shall be solely responsible for the hiring, staffing, contractor retention, and vendor selection processes necessary to perform the management and maintenance responsibilities set forth in this Agreement. The Association shall also be solely responsible for the supervision of such employees, vendors, and contractors retained to perform these responsibilities.

SECTION 3. NO COMPENSATION DUE. The District shall not be required to pay the Association for the provision of management and maintenance services provided pursuant to the terms of this Agreement. The Association shall privately assess properties within the District for

the cost of the management and maintenance services provided and the private assessments shall take the place of public maintenance assessments that could otherwise be levied by the District.

SECTION 4. MAINTENANCE. The Association shall annually budget for, raise revenues and operate and maintain District Property. The Association shall also annually budget and maintain reserve funds for future maintenance expenses associated with District Property, subject to District review and approval. The reserve funds shall be held in an account for the benefit of the District.

SECTION 5. TERM. The term of this Agreement is for a period of five (5) years commencing on ______, 2022 and shall automatically renew for successive five (5) year terms unless otherwise terminated by either party. Both the District and the Association shall have the right to terminate this Agreement effective immediately at any time due to the Association's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause.

SECTION 6. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 7. INDEMNIFICATION. The Association agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by the Association, including litigation or any appellate proceedings with respect thereto.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by

the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement. Nothing herein shall preclude the Association and the District from entering into separate agreements for the leasing of personnel or sharing of other resources.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District:

Lakewood Park Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager Email: wrathellc@whhassociates.com

With a copy to:

Cobb Cole 231 N. Woodland Blvd. DeLand, FL 32720 Attn: Mark A. Watts, Esq. Email: Mark.Watts@CobbCole.com

B. If to the Association:

Lakewood Park Homeowners Association, Inc. CT Corporation System 1200 S Pine Island Rd. Plantation, FL 33324 Attn: Megan Willbur Email: megan.willbur@ddcmgmt.com

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

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 18. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of anyone or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:	LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT
	By:
	Print Name:
	Title:
	day of, 2022
Print Name	
STATE OF FLORIDA }	
COUNTY OF}	
The foregoing instrument was	acknowledged before me by means of \Box physical preser

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization this <u>day</u> of <u>2022</u>, by <u>as Chair/Vice-Chair of the Board of Supervisors for LAKEWOOD</u> **PARK COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced <u>says that the aforementioned is true and correct to his or her best knowledge</u>.

[SEAL]

Notary Public Commission: Attest:

LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC.

By:_____

Print Name: _____

Title: _____

day of	, 2022
--------	--------

Print Name

STATE OF FLORIDA }

COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization this _____ day of _____, 2022, by ______, as _____ of LAKEWOOD PARK HOMEOWNERS ASSOCIATION, INC. He or she is personally known to me or has produced ______ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[SEAL]

Notary Public Commission:

Exhibit A

District Property

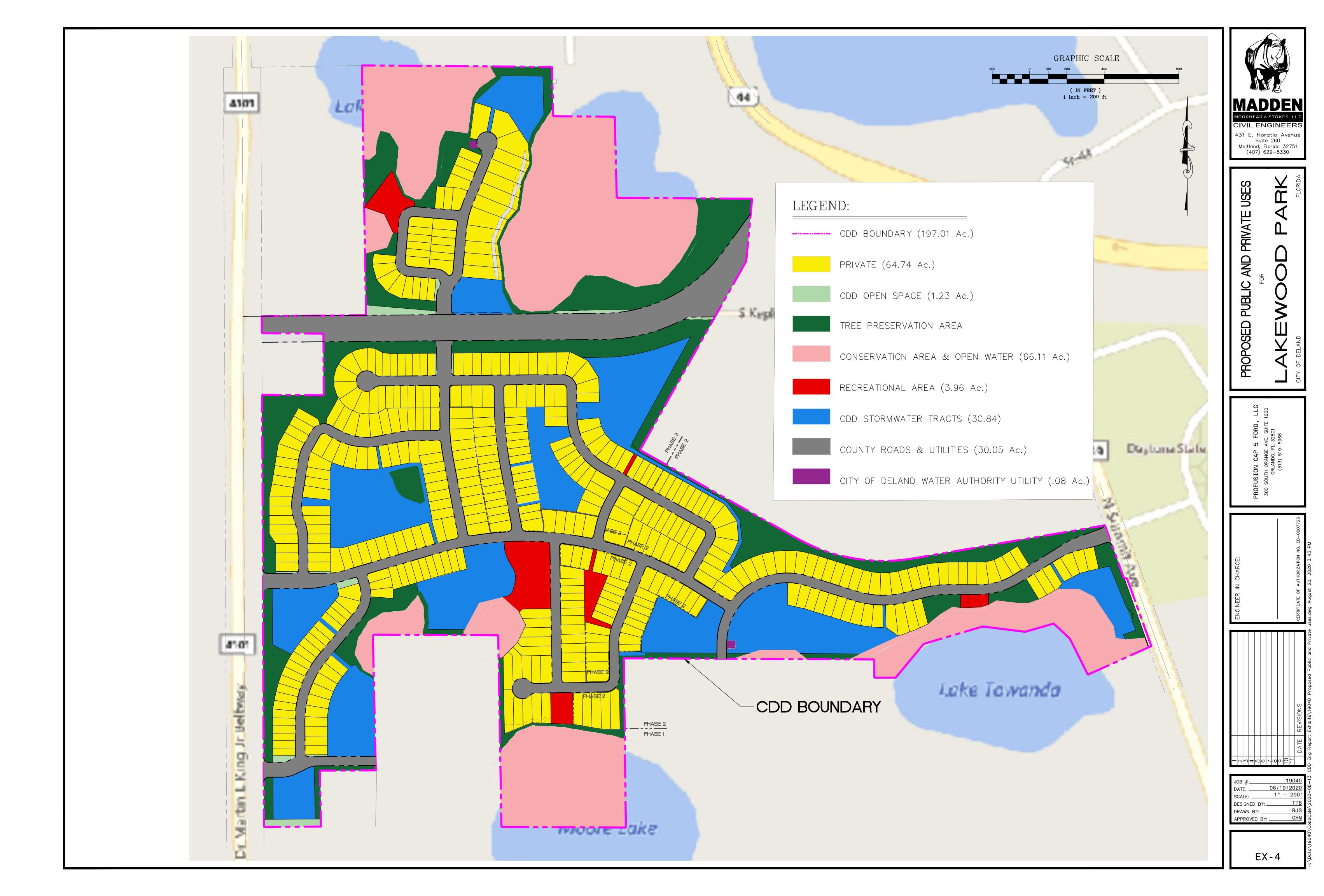


Exhibit B

Engineer's Report

Lakewood Park

Community Development District

ENGINEER'S REPORT FOR CAPITAL IMPROVEMENTS



Prepared by:

Madden, Moorhead & Stokes, LLC

Prepared for:

Lakewood Park Development District

October 28, 2020

Project #19040

TABLE OF CONTENTS

Section 1	Introduction
	1.1 Background
	1.2 Location & General Description
	1.3 District Purpose and Scope
	1.4 Description of Land Use
Section 2	Government Actions
Section 3	Infrastructure Benefit
Section 4	Capital Improvement Plan
Section 5	Description of Capital Improvement Plan
	5.1 Roadway Improvements
	5.2 Stormwater Management
	5.3 100-Year Floodplain
	5.4 Master Infrastructure
	5.4.1 Primary Roadways
	5.4.2 Potable Water Distribution System
	5.4.3 Reclaimed Water Distribution System
	5.4.4 Wastewater System
	5.4.5 Parks, Landscape and Hardscape
	5.4.6 Undergrounding of Electrical Distribution and Street Lights
	5.5 Professional and Inspection Fees
Section 6	Ownership & Maintenance
Section 7	Roadway Rights-of-Way, Stormwater Management Ponds & Other Open
	Spaces
Section 8	Estimate of Probable Capital Improvement Costs
Section 9	Conclusions and Summary Opinion

Exhibits

Exhibit 1	Vicinity Map
Exhibit 2	Location Map
Exhibit 3	District Boundary Map and Legal Description
Exhibit 4	Proposed Public and Private Uses Within the CDD
Exhibit 5	Concept Plan
Exhibit 6	Post-Development Basin Map
Exhibit 7	FEMA 100-Year Floodplain
Exhibit 8	Offsite Utilities Infrastructure
Exhibit 9	Potable Water Distribution System Map
Exhibit 10	Reclaimed Water Distribution System Map
Exhibit 11	Wastewater System Map
Exhibit 12	Estimate of Probable Capital Improvement Costs

Section 1 Introduction

1.1. Background

The Engineer's Report for public infrastructure improvements (the "Report") for the Lakewood Park Community Development District (the "District") has been prepared to assist with the financing and construction of such public improvements contemplated to be constructed, acquired and/or installed within the District or outside of the District (the "Capital Improvement Plan") pursuant to requirements of the City of Deland, Florida and Volusia County.

Capital improvements reflected in this Report represent the current Capital Improvement Plan for the District. The majority of the necessary regulatory approvals have not been obtained for the development. The remaining permits necessary to complete the Development are expected to be obtained in the future during the normal design and permitting processes. To the best of our knowledge and belief it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost estimates contained in this Report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

1.2. Location and General Description

The overall District is a 197.01 +\- acre tract currently located in the City of Deland, Florida. More specifically, the parcel is located within a portion of Sections 13, 23, and 24, Township 17 South, Range 30 East lying south of SR 44, west of north Summit Avenue, and east of Martin Luther King Boulevard. Please refer to Vicinity Map Exhibit 1 and Location Map Exhibit 2. The proposed project is a three (3) phase development to include approximately 434 single family homes and supporting recreational amenities. The Development is zoned as Planned Development which was most recently approved by The City of Deland on November 18, 2019. A more detailed breakdown of the anticipated development program is as follows:

40' Single Family	164 Units
50' Single Family	257 Units
65' Single Family	13 Units
Total	434 Units

The District Boundary and Legal Description are included as Exhibit 3.

1.3. District Purpose and Scope

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this Report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed (1) with the proceeds of bonds issued by the District and/or (2) by the Developer.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent units of local government.

1.4. Description of Land Use

The lands within the District encompass approximately 198.02 +\- acre according to legal description attached to petition. Based on the current PD Zoning for the property, the development program currently consists of 434 single family homes and two supporting recreational amenities. The approved land uses within the District include the following areas outlined in the table below. Exhibit 4 provides the location of the development uses below.

Proposed Development	Approximate Acres		
Private (Single Family Lots)	64.74		
Stormwater Ponds	30.84		
Open Space/Tree Preservation	24.06		
Park/Recreation Space	3.96		
Roadway Tracts	21.05		
ROW Dedication	9.00		
Conservation Areas	43.28		
City of Deland Utility Tracts	0.08		
Total Acres	197.01		
The deed description used for the PUD and Petition specified a total acreage of 198.02 acres, however			
the actual metes and bounds description calculated a total acreage of 197.01 acres therefore the total			
acreages add up to 197.01 acres.			

Section 2 Government Actions

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located in the City of Deland within Volusia County.

Permitting Agencies & Permits Required

- 1. The City of Deland
 - a. Preliminary Plat/Final Construction plans

- b. Final Plat
- 2. St. Johns River Water Management District (SJRWMD)
 - a. Environmental Resource Permit
 - i. Final Engineering for Onsite and Offsite Improvements
- 3. Volusia County
 - a. Right of Way Use permitting
- 4. Florida Department of Environmental Protection (FDEP)
 - a. Water Distribution System
 - b. Sanitary Sewer Collection and Transmission System
 - c. National Pollutant Discharge Elimination System (NPDES)
- 5. Federal Emergency Management Agency
 - a. Letter of Map Revision
- 6. Army Corp of Engineers
 - a. Dredge and Fill Permit
- 7. Florida Fish and Wildlife Conservation Commission (FWC)

Section 3 Infrastructure Benefit

The District will fund, and in certain cases, maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District or certain designated assessment areas within the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, recreational facilities, and perimeter landscape and irrigation improvements within the District boundary. However, some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District or within certain designated assessment areas within the District.

The proposed capital improvements identified in this Report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the property is undeveloped the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential community. The District can construct, acquire, own, operate and/or maintain any portion or all of the proposed infrastructure. The Developer and/or other party/parties may construct and fund the infrastructure not funded by the District.

Section 4 Capital Improvement Plan

The District Capital Improvements Plan will connect and interact with the adjacent offsite roads, potable water, reclaimed water, and sanitary sewer systems. The proposed infrastructure improvements addressed by this Report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway improvements, landscaping, street lighting, pavement markings and signage, as well as potable water main, reclaimed water main and sanitary sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 4 through 7 and 8 through 11. Exhibit 12, details the Cost Opinion for the District's Capital Improvement Plan.

The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing multiple series of bonds to fund all or a portion of the Capital Improvement Plan.

Section 5 Description of Capital Improvement Plan

5.1 Roadway Improvements

As indicated above, the District will fund all roadway construction internal and external to the District consisting of a local roadway and turn lane improvements. The funding of main boulevard through the Development will be by the Developer and subject to reimbursement through Mobility Fee Credits with The City of Deland. The Developer will pay all costs associated with the Beresford Avenue extension, and related drainage/stormwater improvements for which impact fee credits are payable pursuant to Volusia County's criteria. The costs for such improvements are not included on Exhibit 12. Exhibit 4, Public and Private Improvements, provides a graphical representation of the proposed roadway improvements. All local roadways will be open to the public.

5.2 Stormwater Management

As indicated above, the District will fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures will be designed to provide water quality treatment and attenuation in accordance with The City of Deland and the St. Johns River Water Management District regulations. The stormwater management system will be designed to accommodate on-site runoff associated with eh development. Exhibit 6, Post-Development Basin Map provides a graphical representation of the currently proposed stormwater management system.

5.3 100-Year Floodplain

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 12127 C0500H and 12127 C0470H dated December 18, 2012, portions of the project site is located within the 100-year Flood Hazard Area (FHA), Zone A – 100-year floodplain with no established base flood elevation. Exhibit 7, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Any development within the mapped floodplain will require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SJRWMD and the City of Deland. Any filled areas below the floodplain will require mitigation in the form of compensating storage. The District will not finance the placement of fill on the developable lands.

5.4 Master Infrastructure

5.4.1 Primary Roadways

Based on the current approved Preliminary Plat, the roadway improvements, excluding the Beresford Avenue extension, include approximately 17,362 linear feet of road and will define the major ingress and egress points throughout the Development. The roadways will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibits 4 and 5. In addition to the onsite roadways, offsite roadway improvements to Martin Luther King Boulevard and North Summit Avenue are included in the master infrastructure serving the District.

5.4.2 Potable Water Distribution System

The District will fund the construction of the water distribution system within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to the City of Deland by the District once it has been certified complete. The water mains within the District will be sized to provide water to residents and amenities of the District and will be required to be designed and constructed based on an approved Utility Plan. Exhibit 9, Potable Water Distribution System Map, provides a graphical representation of the contemplated water mains to be constructed within the District. No laterals to the private lots will be funded by the District.

5.4.3 Reclaimed Water Distribution System

The District may fund the construction of the reclaimed water distribution system within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by, the City of Deland once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be required to be designed and constructed based on an approved MUP. Exhibits 8 and 10, Offsite Utilities Infrastructure and Reclaimed Water Distribution System Map, provide a graphical representation of the existing and proposed offsite reclaimed water system and onsite system contemplated within the District.

5.4.4 Wastewater System

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by, the City of Deland once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be sized to provide wastewater service to the residents and amenity center of the District, and will be required to be designed and constructed based on an approved Utility Plan. Exhibit 11, Wastewater System Map, provides a graphical representation of the proposed onsite system contemplated within the District.

5.4.5 Parks, Landscape & Hardscape

The District will fund parks, landscape and hardscape construction within roadways and common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, park area features, landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain foregoing improvements. Any parks funded by the District will be open to the general public.

5.4.6 Undergrounding of Electrical Distribution and Street Lights

Most, if not all, District constructed Master Infrastructure will include underground electric and street lighting. The street lighting system will be constructed in cooperation with The City of Deland, Duke Energy, and the Developer. The District will fund the cost to trench the underground installation only. Leasing and monthly service charges associated with the upgraded street lighting fixtures along roadways within the District will not be financed through bond proceeds. Duke Energy and the appropriate community entity will own and maintain the electric and street light infrastructure.

5.5 Professional and Inspection Fees

For the design, permitting and construction of the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultant services may include, but are not limited to, civil engineering, geotechnical engineering, planning, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the District Capital Improvement Plan.

Section 6 Ownership and Maintenance

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Roads & Storm Drainage (Onsite)	CDD	CDD	CDD
Roads & Storm Drainage (Offsite)	CDD	City/County	City/County
Ponds	CDD	CDD	CDD
Utilities Water	CDD	City	City
Utilities Sewer	CDD	City	City
Utilities Reclaimed	CDD	City	City
Mitigation	CDD	CDD	CDD
Site Landscaping	CDD	CDD	CDD
Entry Features	CDD	CDD	CDD
Parks & Greens	CDD	CDD	CDD
Trails	CDD	CDD	CDD

Proposed Facilities and Services

Section 7 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District at no cost.

Section 8 Estimate of Probable Capital Improvement Costs

The Estimate of Probable Capital Improvement Plan Costs is provided in Exhibit 12. Costs associated with construction of the improvements described in this report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in the Concept Plan and construction cost due to market fluctuation.

Section 9 Conclusions and Summary Opinion

The Capital Improvement Plan as described is necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this Report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy

and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements. Alternatively, the CDD can also consider contracting with the HOA to have the HOA budget for the maintenance or CDD improvements.

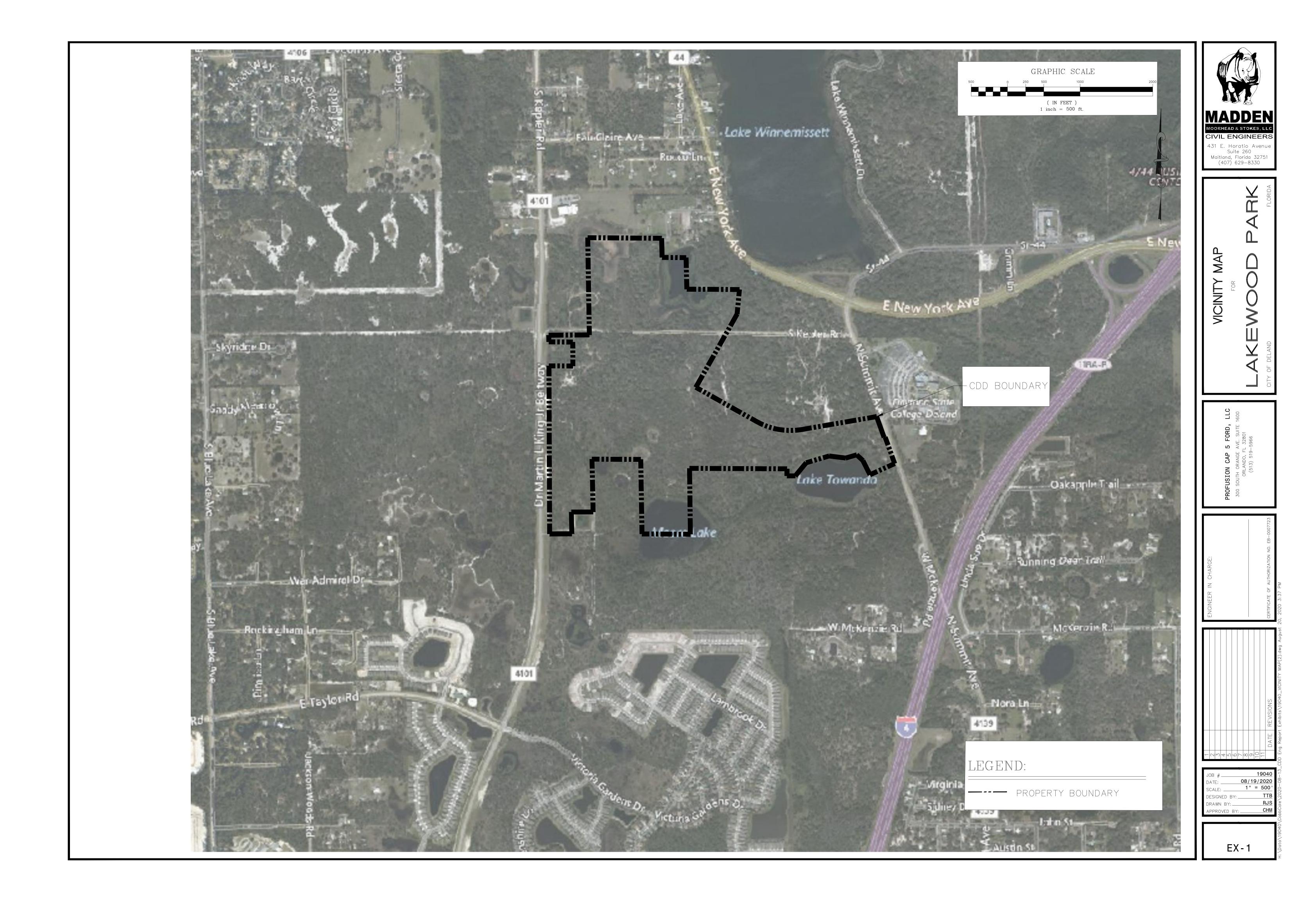
The construction costs for the District's Capital Improvement Plan in this report are based on the concept plans for the District as currently proposed. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes. The benefit to the assessed lands within the District will be equal or greater than the actual cost of such improvements. The District will pay the lesser of the actual costs of the public improvements or the fair market value thereof.

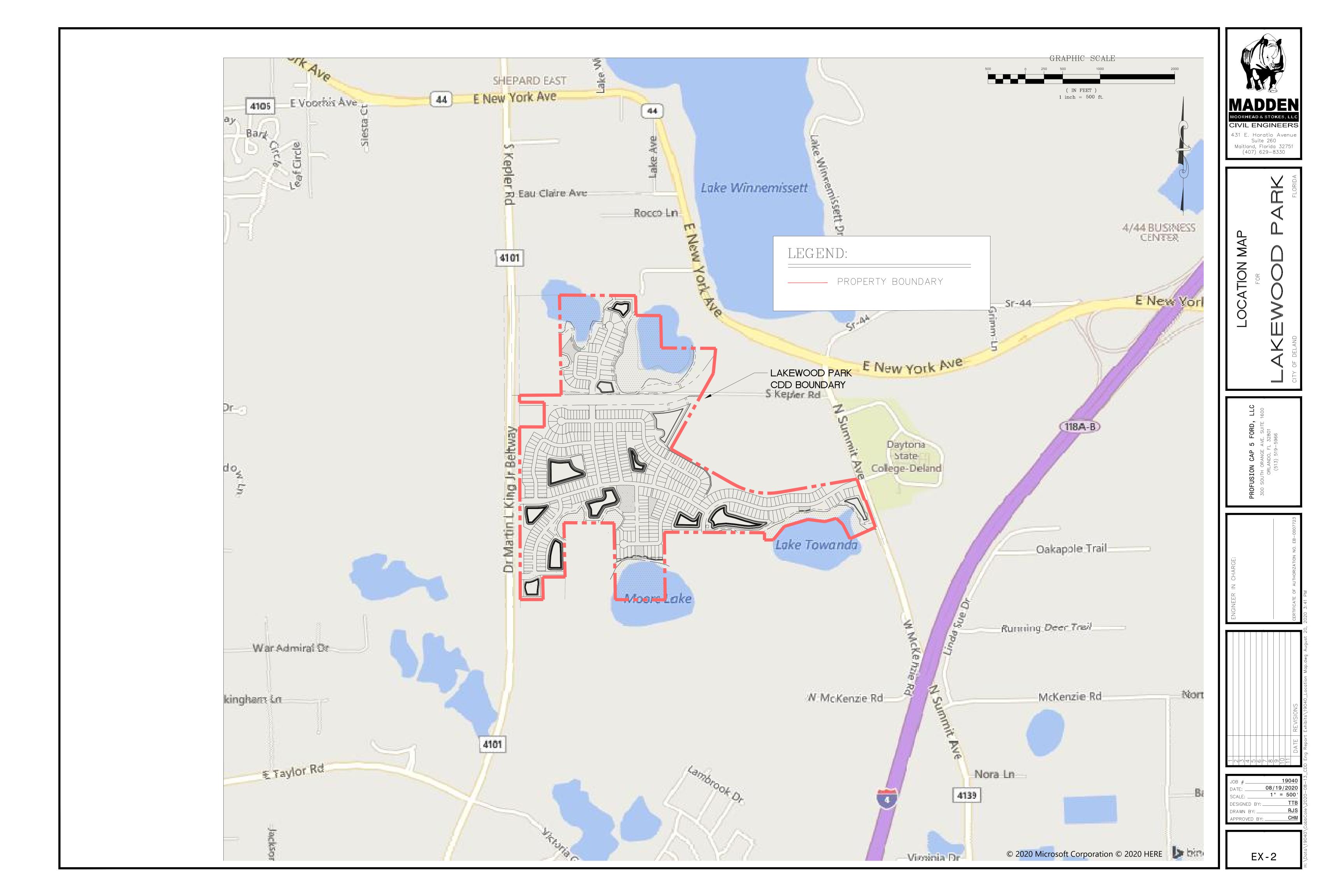
The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

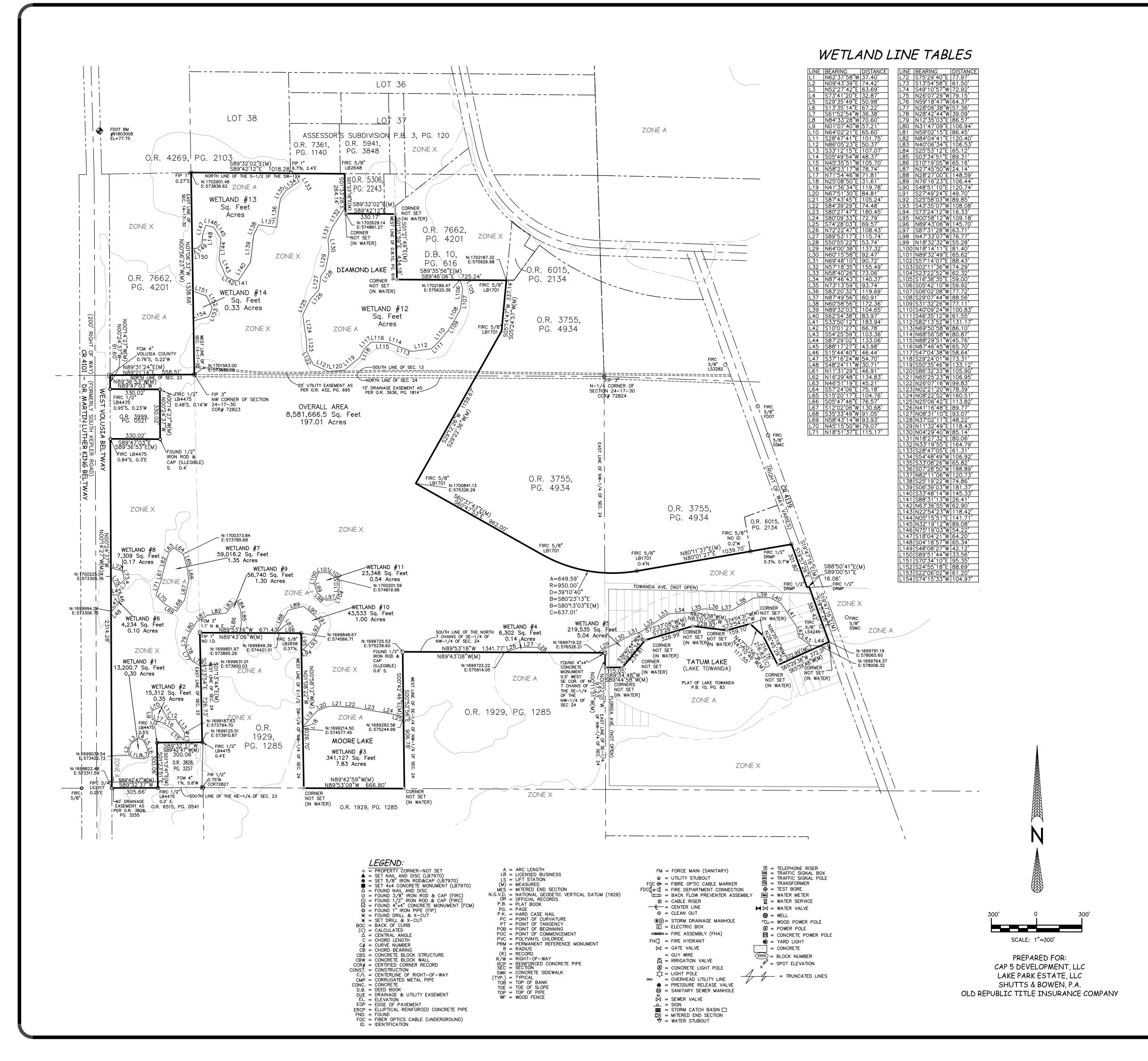
The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

As District Engineer: Madden, Moorhead, and Stokes, LLC

Chadwyck H. Moorhead, PE State of Florida Professional Engineer No. 61781







AND WETLAND SURVEY OF "PARCEL B" OF LAKE PARK ESTATES VOLUSIA COUNTY, FL.

BOUNDARY

LEGAL DESCRIPTION: (PROVIDED)

<u>PARCEL B:</u>

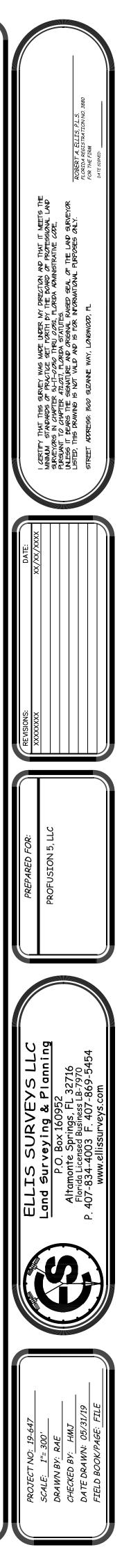
LANDS SITUATED IN SECTION 13, 23 AND 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

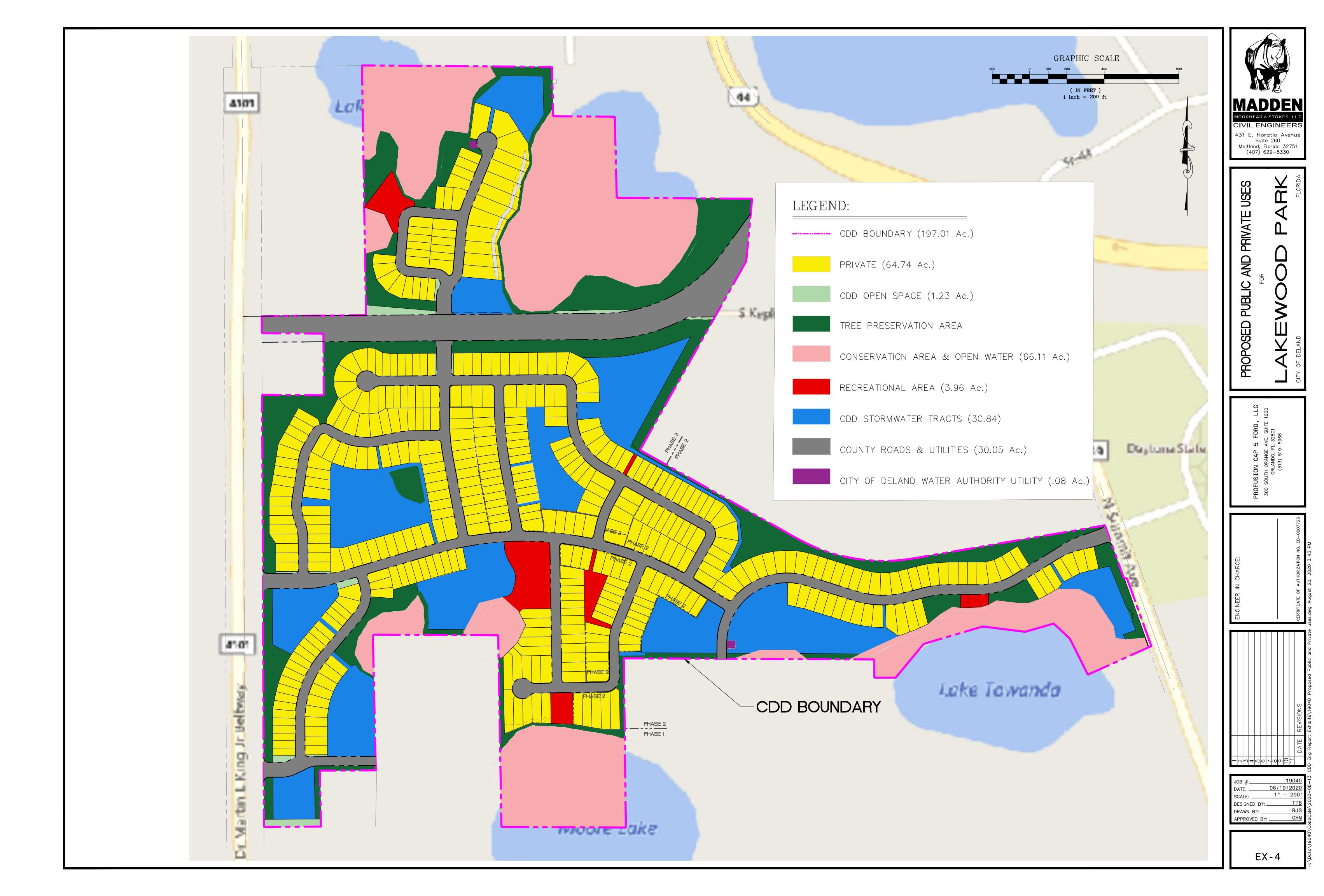
BEGIN AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY FLORIDA AND THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NO1'06'33"W, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1338.66 FEET TO THE NORTHWEST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 13; THENCE RUN S89'42'12"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4, A DISTANCE OF 1018.28 FEET; THENCE RUN S01°33'28"E, A DISTANCE OF 264.14 FEET; THENCE RUN S89°42'12"E A DISTANCE OF 330.17 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN DEED BOOK 10. PAGE 616, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SO1*31'59"E, ALONG SAID WEST LINE, A DISTANCE OF 434.18 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN S89'46'06"E, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 725.24 FEET; THENCE RUN SO5'14'47"W, A DISTANCE OF 337.14 FEET; THENCE RUN S29°12'26"W, A DISTANCE OF 1159.67 FEET; THENCE RUN S60°47'53"E, A DISTANCE OF 962.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 950.00 FEET ANO A CENTRAL ANGLE OF 39°10'40"; THENCE RUN SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 649.59 FEET TO THE POINT OF TANGENCY; THENCE RUN N80°01'27"E, A DISTANCE OF 1039. 70 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 4139; THENCE RUN S19'57'26"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 301.80 FEET; THENCE RUN S89'00'51"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 16.06 FEET THENCE RUN S19'57'26"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 385.42 FEET THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN S65'29'38"W, A DISTANCE OF 372.31 FEET: THENCE RUN N26°45'29"W, A DISTANCE OF 216.76 FEET: THENCE RUN N47°20'56"W, A DISTANCE OF 117.55 FEET; THENCE RUN S73°54'21"W, A DISTANCE OF 159.10 FEET; THENCE RUN N83°07'08"W, A DISTANCE OF 228.92 FEET; THENCE RUN S73'26'58"W, A DISTANCE OF 328.99 FEET; THENCE RUN S39'30'34"W, A DISTANCE OF 234.81 FEET; THENCE RUN S89°34'48"W, A DISTANCE OF 115.05 FEET TO THE EAST LINE OF THE SOUTHEAST 1/2 OF THE NORTHWEST 1/2 OF THE AFOREMENTIONED SECTION 24; THENCE RUN NO0°22'01"W, ALONG SAID EAST LINE, A DISTANCE OF 97.23 FEET TO THE SOUTHEAST CORNER OF THE NORTH 7 CHAINS OF THE SOUTHEAST 1/2 OF THE NORTHWEST 1/2 OF SAID SECTION 24; THENCE RUN N89'53'18"W, ALONG THE SOUTH LINE OF SAID NORTH 7 CHAINS, A DISTANCE OF 1341.77 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 7 CHAINS; THENCE RUN SO0'52'56"E, ALONG THE WEST LINE OF SAID SOUTHEAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 906. 78 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST 1/4; THENCE RUN N89°53'09"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 666.80 FEET TO THE SOUTHWEST CORNER OF THE EAST $\frac{1}{2}$ OF SAID SOUTHWEST 1/4; THENCE RUN NO1'08'22"W, ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 1026.70 FEET TO THE SOUTHEAST CORNER OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/2 OF SAID SECTION 24; THENCE RUN N89°53'16"W, ALONG THE SOUTH LINE OF SAID NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST 1/4, A DISTANCE OF 671.43 FEET TO THE SOUTHWEST CORNER OF SAID NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SO1°23'54"E, ALONG THE WEST LINE OF SAID SECTION 24 AND THE EAST LINE OF THE AFOREMENTIONED SECTION 23, A DISTANCE OF 726.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 300 FEET OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 23; THENCE RUN S89'32'37"W, ALONG SAID NORTH LINE OF THE SOUTH 300 FEET, A DISTANCE OF 300.06 FEET TO A POINT WEST LINE OF THE EAST 300 FEET OF SAID SECTION 23; THENCE RUN SO1°23'51"E, ALONG SAID WEST LINE OF THE EAST 300 FEET. A DISTANCE OF 300.06 FEET TO THE SOUTH LINE OF THE NORTHEAST OF SAID SECTION 23; THENCE RUN S89°32'37"W, ALONG SAID SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, A DISTANCE OF 305.66 FEET TO THE EAST RIGHT—OF—WAY LINE OF WEST VOLUSIA BELTWAY; THENCE RUN NO0°24'37"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2314.28 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S89'47'03"E, A DISTANCE OF 330.02 FEET TO A POINT ON A LINE LYING 300 FEET EAST OF, WHEN MEASURED PERPENDICULARLY TO, SAID EAST RIGHT-OF-WAY LINE; NO0'24'37", ALONG SAID LINE, A DISTANCE OF 330.02 FEET; THENCE RUN N89°47'03"W, A DISTANCE OF 330.02 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF WEST VOLUSIA BELTWAY; THENCE RUN NOO'24'37"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 91.60 FEET TO THE NORTH LINE OF THE NORTHEAST 1/2 OF SAID SECTION 23; THENCE RUN N89°21'14"E, ALONG SAID NORTH LINE OF THE NORTHEAST 4 OF SECTION 23, A DISTANCE OF 558.51 FEET TO THE POINT OF BEGINNING.

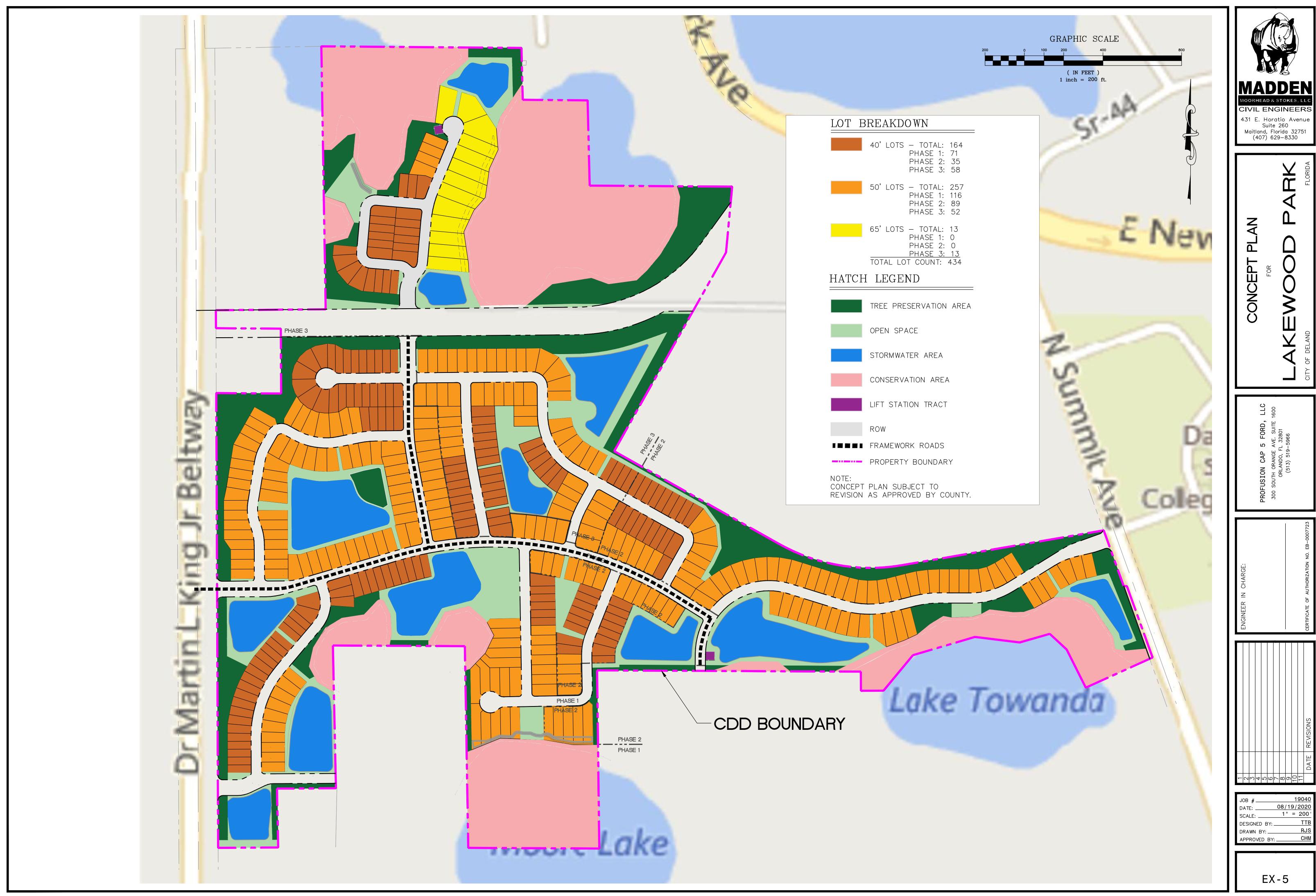
PARCEL B CONTAINING 198.02 ACRES MORE OR LESS.

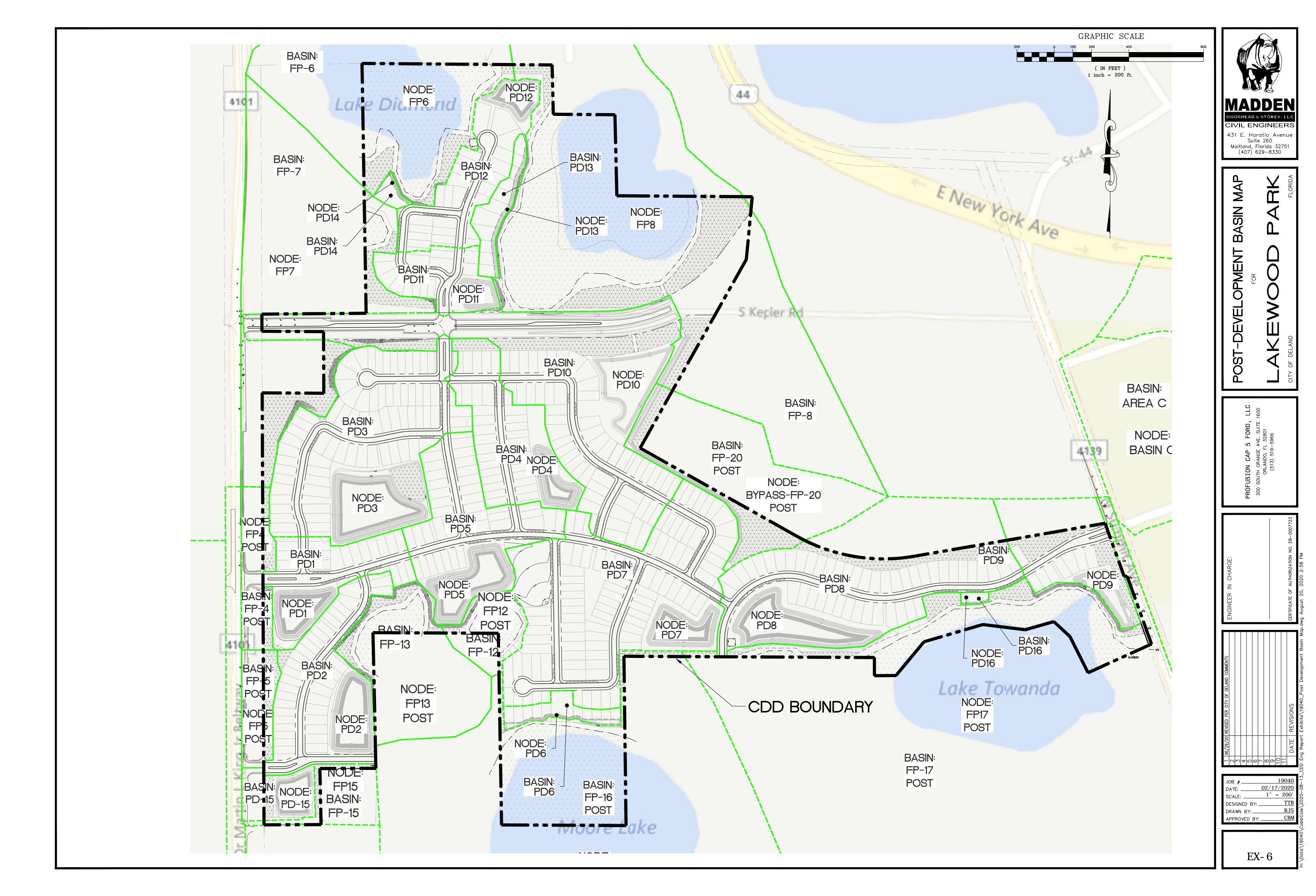
SURVEYOR'S NOTES:

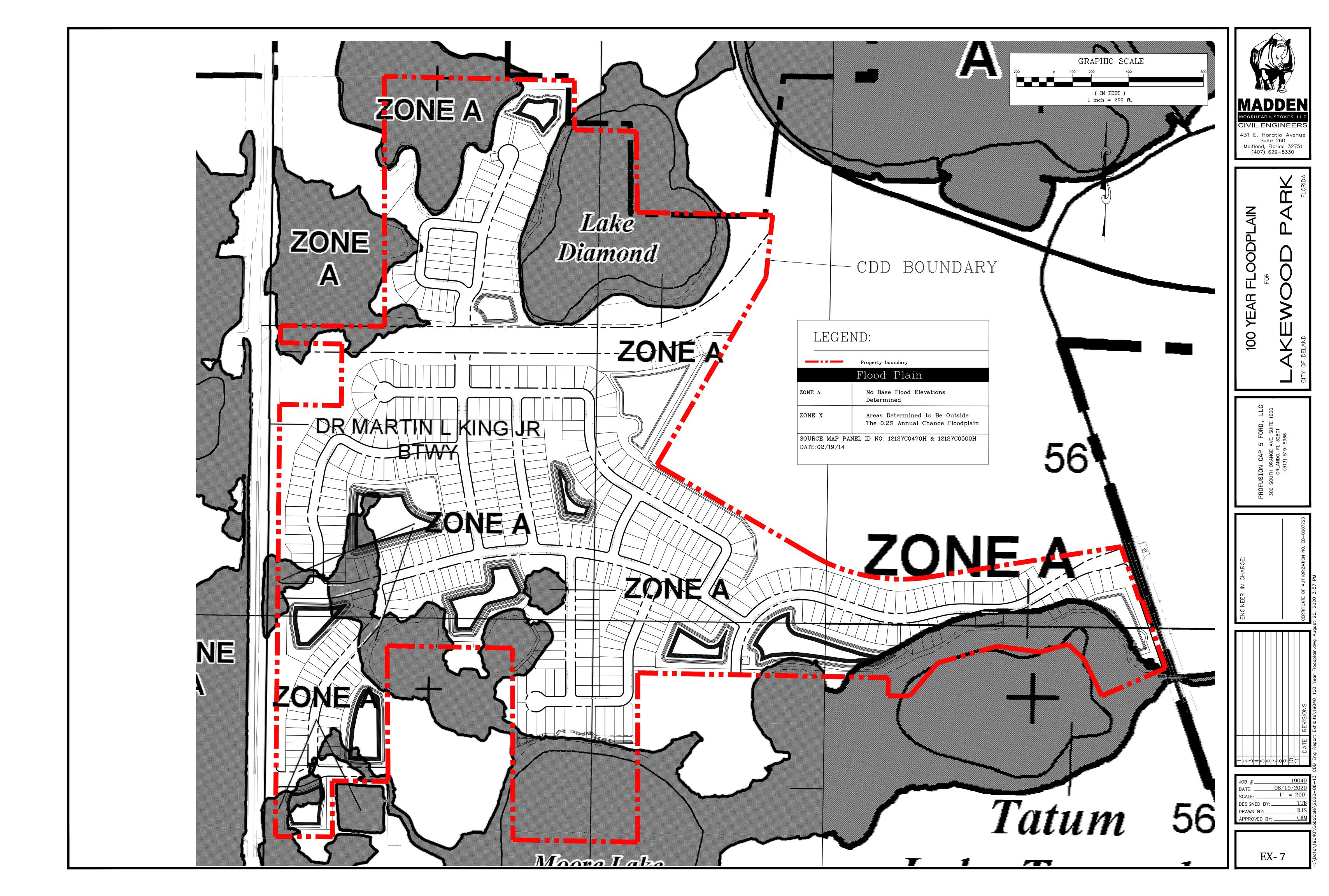
- 1. PREPARED AS A BOUNDARY, TOPOGRAPHIC, AND WETLANDS SURVEY. DATE OF LAST FIELDWORK: 05/31/2019
- 2. MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITH BENEFIT OF ABSTRACT OF TITLE BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER 694916, DATED 02/21/19 AND ALL MATTERS OF TITLE SHOULD BE REFERED TO AN ATTORNEY AT LAW.
- 3. PARCEL MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).
- 4. IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.
- 5. MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.
- 6. THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
- 7. WETLAND LINES SHOWN HEREON ARE DERIVED FROM THE ACTUAL FIELD LOCATION OF ENVIRONMENTAL FLAGS SET BY BIO-TECH CONSULTING, INC. PROJECT #: 271-07 DATED 04/08/19.
- 8. AS SHOWN ON FEDERAL INSURANCE RATE MAP COMMUNITY PANELS 12127C0470G, COMMUNITY PANELS 470 AND 500 OF 930, DATED 03/15/02, SUBJECT PARCEL LIES IN FLOOD ZONE "X", A NON-FLOOD HAZARD AREA AND IN FLOOD ZONE "A" WITH NO BASE-FLOOD ELEVATION DETERMINED.
- 9. ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST ¹/₄ OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 30 EAST AS BEARING S89°09'35"E AN ASSUMED BEARING. ELEVATIONS SHOWN HEREON ARE BASED UPON A FLORIDA DEPARTMENT OF TRANSPORTATION #91803008 WITH AN ELEVATION OF 77.75' AND ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 10. SOME TOPOGRAPHIC FEATURES OR SYMBOLS MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
- 11. COORDINATES AND MEASURED BEARINGS (M) ARE BASED UPON STATE PLANE COORDINATES, FLORIDA EAST ZONE (NAD 83, NAVD88) AS DERIVED FROM DIRECT FIELD OBSERVATIONS.
- 12. DIMENSIONS OF IMPROVEMENTS SHOWN SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. © COPYRIGHT 2019 BY ELLIS SURVEYS LLC



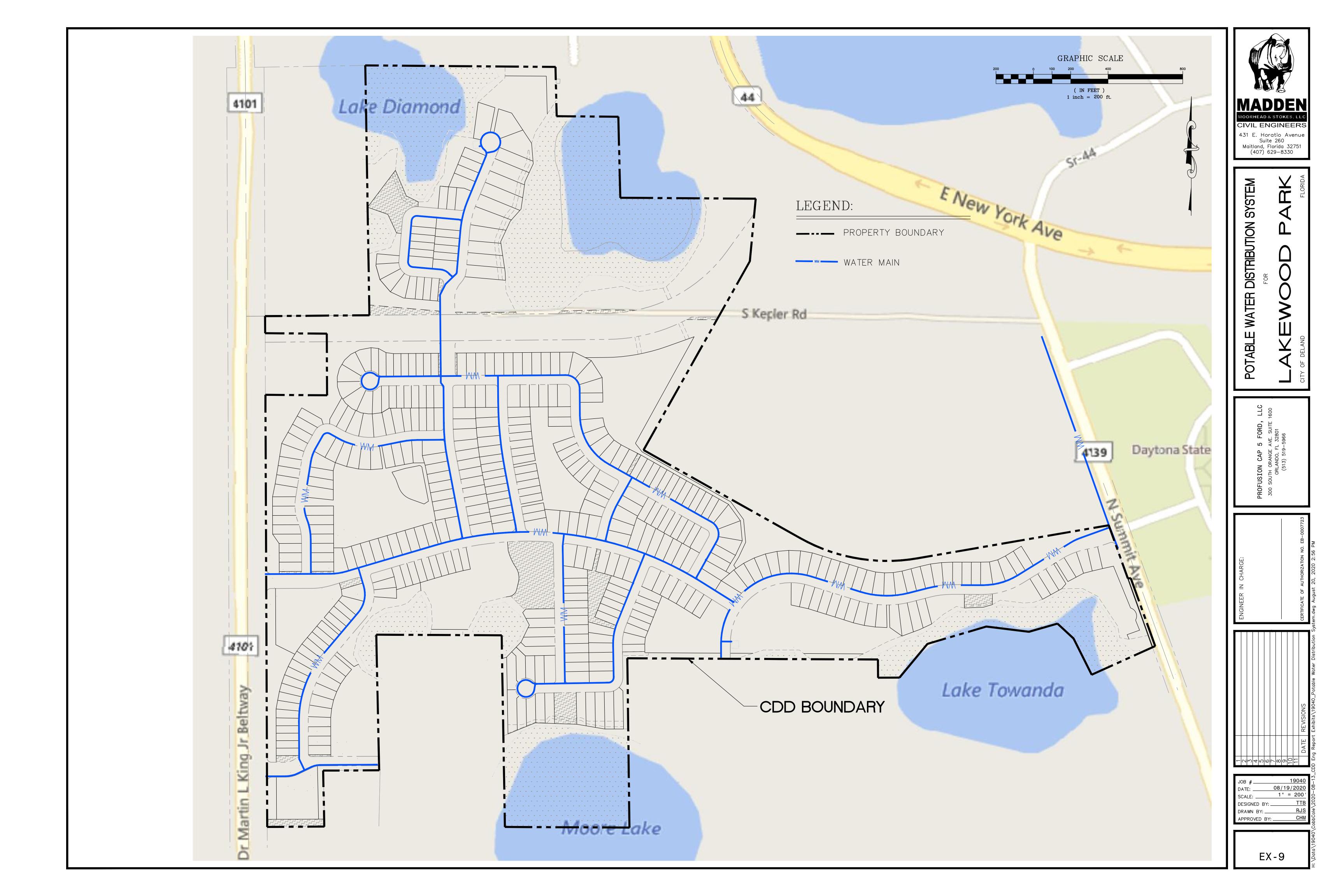


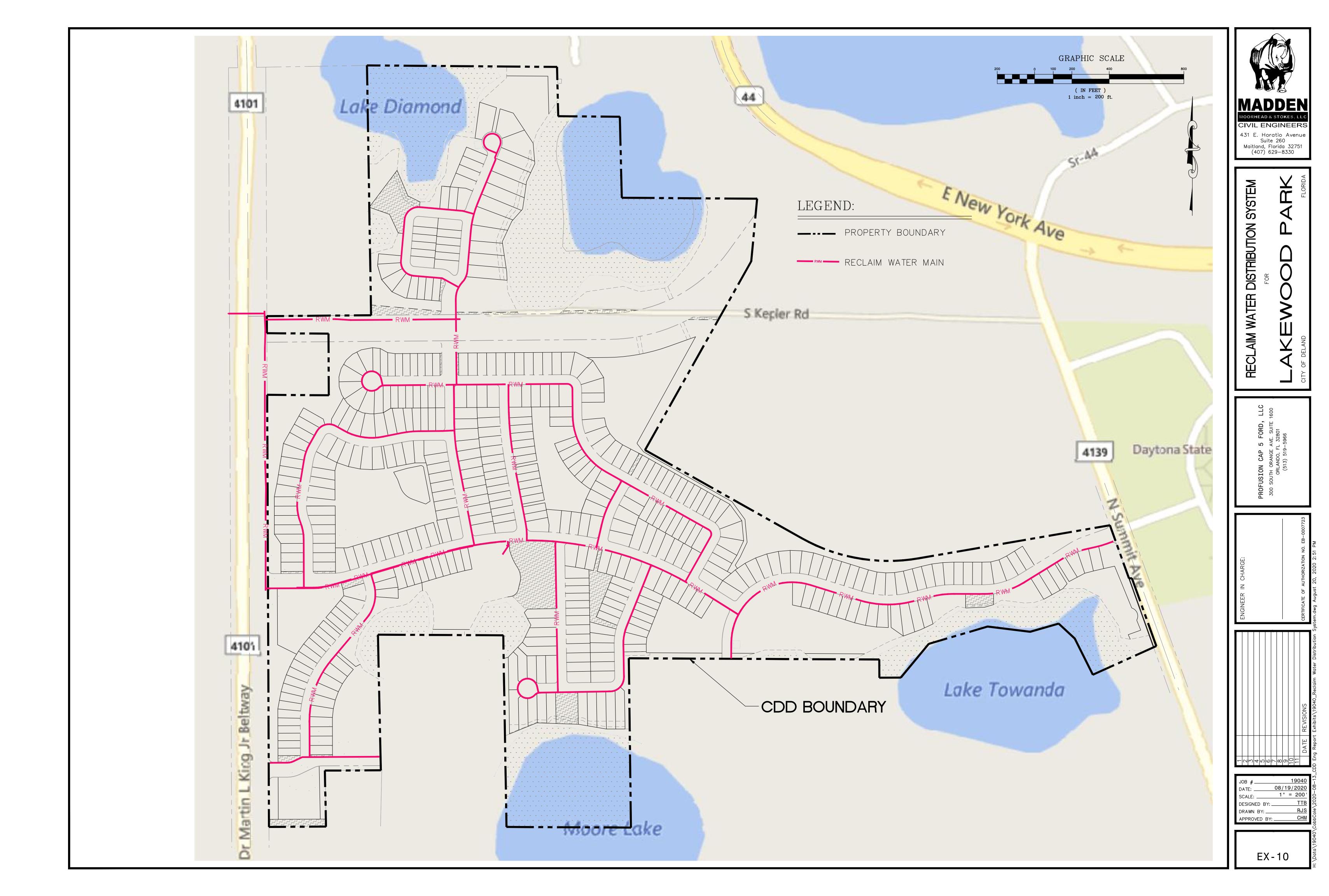












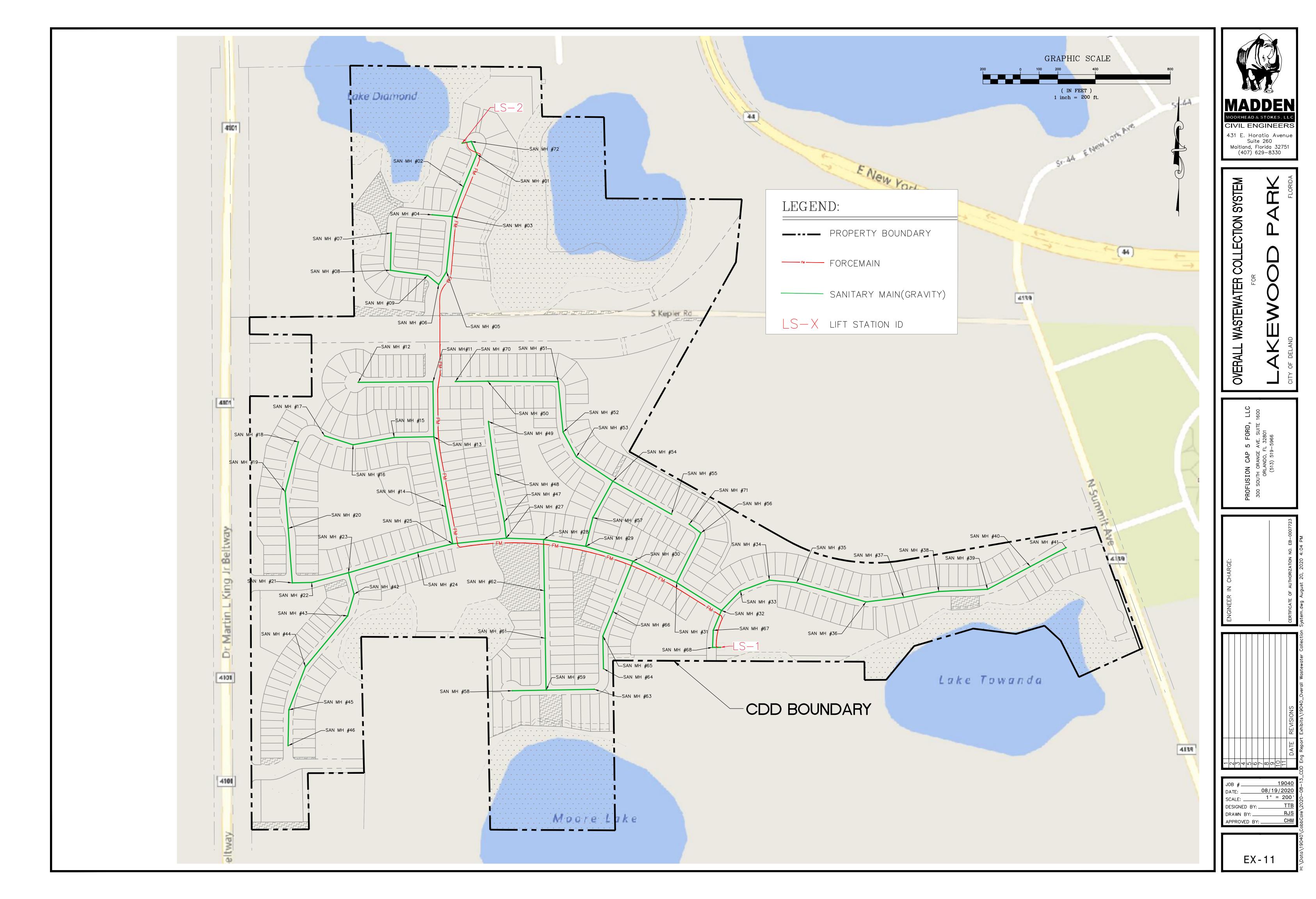


Exhibit 12

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT

Estimated Costs of Construction

CATEGORY	COST
Phase 1 - Total Development	\$4,809,480
Phase 2 - Total Development	\$1,452,582
Phase 3 - Total Development	\$2,280,060
Beresford Avenue	\$416,360
Turn Lanes (off-site)	\$570,650
Lift Station	\$543,650
Tree Mitigation	\$236,500
Site Landscaping	\$360,805

SUPPLEMENTAL ENGINEER'S REPORT FOR THE LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT



Prepared by:

Madden, Moorhead & Stokes, LLC

Prepared for:

Lakewood Park Development District

February 15, 2021

Project #19040

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTAL ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the District's "Assessment Area One Project," which is the first part of the District's overall capital improvement plan ("CIP") described in the *Master Engineer's Report*, dated October 28, 2020 ("Master Engineer's Report"). The Master Engineer's Report is incorporated herein, and any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

2. ASSESSMENT AREA ONE PROJECT

As noted in the Master Engineer's Report, the District's overall CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 434 residential units, and for development in 3 phases. Phase 1 consists 187 residential homes, as shown in Table 1 below:

Product Type	Phase ${f 1}$	Phase 2	Phase 3	Units	
	Units	Units	Units	All Phases	
40' x 120'	71	35	54	160	
50' x 120'	116	89	56	261	
65' x 120'	0	0	13	13	
Totals	187	124	123	434	

Table 1 – Product Type

The approved site plan showing all Phases is attached hereto as Exhibit A-1.

Assessment Area One is part of the overall CIP and includes all of the improvements that are necessary for the development of the first 187 units (i.e., Phase 1). Such infrastructure will consist of: Stormwater Management, Utilities, and Shared Offsite Improvements.

Some of Phase 1 is already under construction. The Phase 1 stormwater management system, water, and sewer systems are currently under construction. In addition, the off-site improvements (along Martin Luther King Boulevard) are in permitting and nearing approval. Phase 1 is currently being platted through the City of Deland with the plat to be approved and recorded in May or June 2021. The District's Phase 1, as part of the overall CIP, will function as a system of improvements benefitting all lands within the District. All of the foregoing Phase 1 Project improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any of the phase 1 improvements.

3. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 2 below presents the total cost of the District's Assessment Area One, and it is our professional opinion that the costs set forth in Table 2 are reasonable and consistent with market pricing.

Improvement	Assessment Area One
Earthwork Site preparation	\$888,919.48
Onsite Roadways	\$1,444,505.5
Utilities (water/sewer/reclaim	\$1,837,248.27
Storm Sewer	\$1,288,452.50
MLK Improvements	\$391,424.00
Landscape/Hardscape	\$597,305.00
TOTAL	\$6,447,854.75

Table 2-Proposed Improvement Costs

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

4. STATUS OF PERMITTING

Table 3 shows the current status of permits for the 2021Project:

Table 3 — Permitting Status

Overall CIP / Phases	Agency	Permit & NumberDate	Approved/Status
	City of Deland	Preliminary Plat	7/20/2020
	FDEP	Wastewater 0393297-001-DWC/CM	11/13/2020
	Volusia County Dept. of Health	Drinking Water 0128184-366-DSGP	11/13/2020
	St. Johns River Water Management District	Environmental Resource 160907-1	9/11/2020
	Volusia County	Use Permit 2020-P-USE-0616	In process
	FEMA	CLOMR-F	In Process

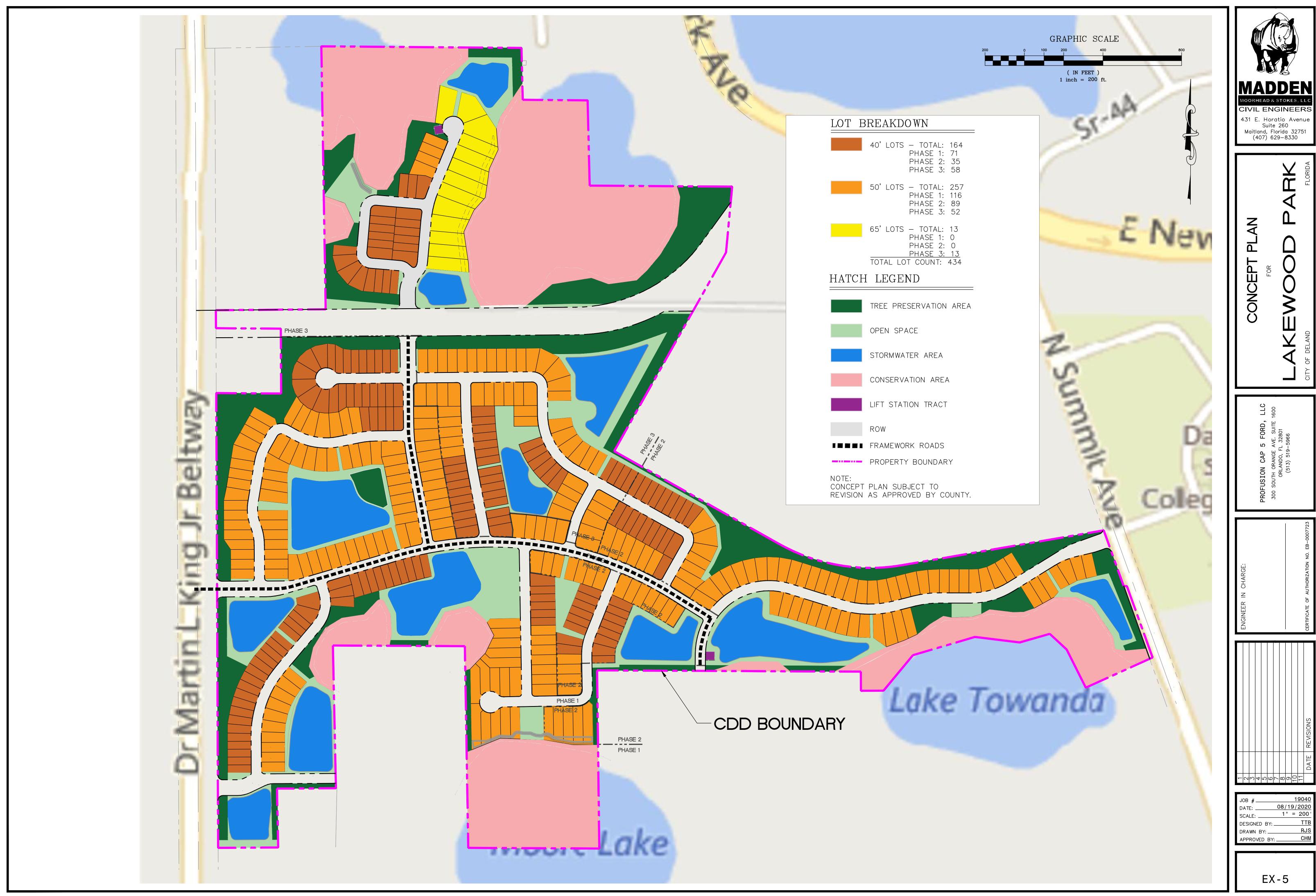
5. CONCLUSIONS

Assessment Area One has been designed in accordance with current governmental regulations and requirements. It will serve its intended function so long as the construction is in substantial compliance with the design.

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

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

Please note that Assessment Area One as presented herein is based on current plans and market conditions which are subject to change. Accordingly, Phase 1, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in Phase 1 of the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described herein, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.







May 5, 2022

Lakewood Park CDD c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road Suite 410W Boca Raton, FL. 33431

RE: LAKEWOOD PARK CDD LETTER OF AGREEMENT

Dear Ms. Suit:

We appreciate your consideration for **MADDEN**, **MOORHEAD & STOKES**, **LLC** to provide professional engineering services for the above referenced project. These services will include a stormwater needs analysis per sections 403.9301 and 403.9302 Florida statutes, for a fee of \$10,000, plus out-of-pocket expenses in accordance with Exhibit "C". Also included in this contract are the attached "Standard Provisions of Agreement for Professional Services". Invoices are submitted monthly, and payment is due within 15 days from the date of the invoice.

Thank you for this opportunity and we look forward to working with you on this exciting project. Please sign, date, and return one copy of this agreement as your authorization to proceed with these professional services. Should you have any questions, please do not hesitate to call.

Sincerely

Chadwyck H. Moorhead, P.E. President

CHM:pam

H:\Proposals\LakewoodParkCDD.doc

Terms of this letter, including C and Standard Provisions, are agreed:

BY: Meputiten

DATE: 5.25.22

Chair Lakewood Park CDD

EXHIBIT "C"

MADDEN, MOORHEAD & STOKES LLC CIVIL ENGINEERS

431 EAST HORATIO AVENUE, SUITE 260 MAITLAND, FL 32751

CONTRACTO	TITEOD	COLUMN A TOTAL
SC HED		COMPENSATION
JOILD	OLL OI	COMILIND/11/01

LABOR RELATED CHARGES:

•	PRESIDENT	\$160.00	PER	HOUR
•	VICE PRESIDENT	\$160.00	PER	HOUR
•	CONSTRUCTION ADMIN MANAGER	\$155.00	PER	HOUR
•	PRINCIPAL ENGINEER	\$150.00	PER	HOUR
•	PLANNING DIRECTOR	\$140.00	PER	HOUR
•	SENIOR PROFESSIONAL ENGINEER II	\$140.00	PER	HOUR
•	SENIOR PROFESSIONAL ENGINEER I			
•	PROFESSIONAL ENGINEER			
•	MARKETING DIRECTOR	\$115.00	PER	HOUR
•	SENIOR PROJECT PLANNER	\$110.00	PER	HOUR
•	SENIOR PROJECT MANAGER	\$105.00	PER	HOUR
•	PROJECT MANAGER	\$95.00	PER	HOUR
•	SENIOR PROJECT ENGINEER	. \$85.00	PER	HOUR
•	PROJECT ENGINEER / DESIGNER	\$75.00	PER	HOUR
٠	PROJECT PLANNER			
•	SENIOR ENGINEERING TECHNICIAN			
•	ENGINEERING TECH/DRAFTSMAN	\$55.00	PER	HOUR
•	DRAFTER	\$45.00	PER	HOUR

OTHER DIRECT CHARGES:

REIMBURSABLE EXPENSES AT ACTUAL COST, PLUS 20%

- ♦ SUB-CONSULTANTS
- ♦ TRAVEL
- ♦ TELEPHONE
- DRAFTING SUPPLIES
- PRINTING
- POSTAGE & SHIPPING
- PERMITS

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

The Client and Engineer agree that the following provisions shall be a part of their agreement:

1. Neither the Client nor Engineer shall assign its interest in this agreement without the written consent of the other.

2. All agreements on Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of, delays in performance by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late or slow, or faulty performance of Whose work is precedent to or concurrent with the performance of Engineer's work, in the case of the happening of any such cause of delay, the time of completion shall be extended accordinaly.

3. In the event that any changes are made in the plans and specifications by the Client or persons other than Engineer which affect Engineer's work, any and all liability arising out of such changes is waived as against Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.

4. Engineer is not responsible, and liability is waived by client as against Engineer, for use by Client or any other person of any plans or drawings not signed by Engineer.

5. All tracings, survey notes, and other original documents are instruments of service and shall remain the property of Engineer, except where by law or precedent these documents become public property.

6. Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon Engineer, other than for professional errors and omissions, will be limited to Engineer's general liability insurance coverage. For any damage on account of any error, omission or other professional negligence Engineer's liability will be limited to a sum not-to-exceed Engineer's fee.

7. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.

8. Interest 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

9. The Client shall pay the costs of checking an inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

10. In the event all or any portion of the work prepared or partially prepared by Engineer is suspended, abandoned, or terminated, the Client shall pay Engineer for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

11. Any Opinion of the Construction Cost prepared by Engineer represents his judgement as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

12. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.

13. In the performance of its professional services, Engineer will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties express or implied, are made or intended in any of Engineer's proposals, contracts or reports. The Client agrees to defend, indemnify and hold harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability proximately arising from the sole negligence of Engineer.

14. In the event the Client fails to pay Engineer within sixty (60) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of Engineer under this agreement terminated upon five (5) days written notice. This agreement may be terminated by either Client or Engineer upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. Client expressly agrees to hold Engineer harmless from any liability arising out of Engineer's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this agreement, Client shall then promptly pay Engineer for all of the fees, charges and services performed by Engineer in accordance with the compensation arrangements under this agreement or on an agreed hourly basis.

15. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.

16. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provisions, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be serverable.

17. Services provided within this agreement are for the exclusive use of the Client.

18. There are no understandings or agreements except as herein expressly stated.

19. All "Standard Hourly Rates" will be maintained for 60 days from the date the contract is signed.



LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED APRIL 30, 2022

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS APRIL 30, 2022

	General Fund		Debt Service Fund	Capital Projects Fund		Total Governmenta Funds	
ASSETS							
Cash	\$	5,941	\$-	\$	-	\$	5,941
Investments							
Revenue		-	16,481		-		16,481
Reserve		-	183,203		-		183,203
Capitalized interest		-	5		-		5
Construction		-	-		2		2
Interest		-	72,095		-		72,095
Due from Landowner		5,619	-		-		5,619
Total assets	\$	11,560	\$271,784	\$	2	\$	283,346
LIABILITIES AND FUND BALANCES Liabilities: Accounts payable Landowner advance Total liabilities	\$	5,576 6,000 11,576	\$ - - -	\$	- - -	\$	5,576 6,000 11,576
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts		5,619			-		5,619
Total deferred inflows of resources		5,619			-		5,619
Fund balances: Restricted for: Debt service Capital projects Unassigned Total fund balances		- - (5,635) (5,635)	271,784 - 		- 2 - 2		271,784 2 (5,635) 266,151
Total liabilities, deferred inflows of resources and fund balances	\$	11,560	\$271,784	\$	2	\$	283,346

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED APRIL 30, 2022

	Current Month	Year to Date	Budget	% of Budget
REVENUES Landowner contribution Total revenues	\$ 8,309 8,309	\$ 31,344 31,344	\$ 85,340 85,340	37% 37%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	729	1,394	15,000	9%
Engineering	-	-	2,000	0%
Audit	-	-	4,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	583	1,000	58%
Trustee	-	-	4,050	0%
Telephone	17	116	200	58%
Postage	19	19	500	4%
Printing & binding	42	292	500	58%
Legal advertising	-	317	2,000	16%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	20	168	500	34%
Website hosting & maintenance	705	705	705	100%
Website ADA compliance		210	210	100%
Total professional & administrative	5,615	36,979	85,340	43%
Excess/(deficiency) of revenues				
over/(under) expenditures	2,694	(5,635)	-	
Fund balances - beginning	(8,329)			
Fund balances - ending	\$ (5,635)	\$ (5,635)	\$ -	

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED APRIL 30, 2022

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: off-roll Lot closings	\$ - 7 607	\$- 16,482	\$ 59,270	0% N/A
Interest Total revenues	7,607	10	-	N/A N/A 28%
	7,608	16,492	59,270	20%
EXPENDITURES Debt service				
Interest Total debt service		60,258 60,258	119,528 119,528	50% 50%
Excess/(deficiency) of revenues over/(under) expenditures	7,608	(43,766)	(60,258)	
OTHER FINANCING SOURCES/(USES) Transfer out Total other financing sources	<u>(1)</u> (1)	(7)		N/A N/A
Net change in fund balances Fund balances - beginning Fund balances - ending	7,607 264,177 \$271,784	(43,773) 315,557 \$271,784	(60,258) 302,731 \$242,473	

LAKEWOOD PARK COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2021 FOR THE PERIOD ENDED APRIL 30, 2022

	Current Month		Year To Date		
REVENUES					
Developer contribution	\$	-	\$	558,638	
Interest		-		1	
Total revenues		-		558,639	
EXPENDITURES					
Capital outlay		-		146,557	
Total expenditures		-		146,557	
Excess/(deficiency) of revenues over/(under) expenditures		-		412,082	
OTHER FINANCING SOURCES/(USES)					
Transfer in		1		7	
Total other financing sources/(uses)		1		7	
Net change in fund balances		1		412,089	
Fund balances - beginning		1		(412,087)	
Fund balances - ending	\$	2	\$	2	



		DRAF	т					
1		MINUTES OF	MEETING					
2		LAKEWOOI	D PARK					
3		COMMUNITY DEVELO	COMMUNITY DEVELOPMENT DISTRICT					
4 5		The Decoder Companying a of the Lebour of Dedu Companying Development District hold o						
		·	ne Board of Supervisors of the Lakewood Park Community Development District held a					
6			021 at 2:30 p.m., at the offices of Cobb Cole,					
7	231 N	orth Woodland Boulevard, DeLand, Florida 3	th Woodland Boulevard, DeLand, Florida 32720.					
8								
9		Present were:						
10								
11		Megan Willbur	Chair					
12		Chad Moorhead	Assistant Secretary/District Engineer					
13		John Donaldson	Assistant Secretary					
14								
15 16		Also present, were:						
16 17		Craig Wrathell	District Manager					
18		Kristen Suit	Wrathell Hunt and Associates, LLC					
19		Mark Watts	District Counsel					
20		Nika Hosseini	Cobb Cole, P.A.					
21								
22								
23	FIRST	ORDER OF BUSINESS	Call to Order/Roll Call					
24								
25		Mr. Wrathell called the meeting to order	at 2:32 p.m. Supervisors Willbur, Moorhead					
26	and D	onaldson were present, in person. Superviso	rs Martin and Helfrich were not present.					
27								
28	SECO	ND ORDER OF BUSINESS	Public Comments					
29								
30		There were no public comments.						
31								
32	THIRD	ORDER OF BUSINESS	Public Hearing on Adoption of Fiscal Year					
33			2021/2022 Budget					
34			,					
35	Α.	Affidavit of Publication						
36		The affidavit of publication was included for	r informational purposes.					
37	В.	Consideration of Resolution 2021-39, R	elating to the Annual Appropriations and					
38		Adopting the Budget for the Fiscal Yea	ar Beginning October 1, 2021, and Ending					
39		September 30, 2022; Authorizing Budge	t Amendments; and Providing an Effective					
40		Date						

1

	LAKEV	VOOD PARK CDD	DRAF	т	July 14, 2021
41		Mr. Wrathell review	wed the proposed Fiscal	Year 2022 budget.	
42					
43 44		On MOTION by M the Public Hearing		d by Mr. Moorhead, with al	l in favor,
45 46 47		No members of the	e public spoke.		
48 49 50		On MOTION by M the Public Hearing		d by Mr. Moorhead, with al	l in favor,
51 52 53 54		Mr. Wrathell prese	nted Resolution 2021-39	9 and read the title.	
55 56 57 58 59		Resolution 2021-3 Budget for the Fis	9, Relating to the Annuccal Year Beginning Octo	d by Mr. Moorhead, with al ual Appropriations and Ado ober 1, 2021, and Ending S nts; and Providing an Effect	pting the eptember
60 61 62 63 64	FOUR	TH ORDER OF BUSIN		Consideration of Fiscal Budget Funding Agreemen	t
65		Mr. Wrathell prese	nted the Fiscal Year 202	21/2022 Budget Funding Agr	eement between
66 67	the La	kewood Park CDD ar	nd the Lakewood Park Pr	roject I, LLC.	
68 69 70		•		d by Mr. Moorhead, with al Agreement, was approved.	•
71 72 73 74	FIFTH	ORDER OF BUSINES	-	Acceptance of Unauc Statements as of May 31, 2	2021
75 76		Mr. Wrathell prese	nted the Unaudited Fina	ancial Statements as of May	31, 2021.
77 78 79		-		d by Mr. Moorhead, with al May 31, 2021, were accepte	
80					

	LAKEV	NOOD PARK CDD	DRAFT July 14	, 2021
81 82 83	SIXTH	ORDER OF BUSINESS	Approval of May 12, 2021 Regular M Minutes	eeting
83 84		Mr. Wrathell presented the May 12,	2021 Regular Meeting Minutes.	
85				
86 87 88		-	conded by Mr. Moorhead, with all in favor, Minutes, as presented, were approved.]
89				
90 91	SEVEN	ITH ORDER OF BUSINESS	Staff Reports	
92	Α.	District Counsel: Cobb Cole		
93		Mr. Watts stated that a meeting wo	uld be scheduled with City of DeLand staff reg	arding
94	closin	g out a CDD-owned and financed subc	livision. There is no need for the District Mana	ager to
95	attend	d that meeting.		
96	В.	District Engineer: Madden, Moorhee	ad & Stokes, LLC	
97		There being nothing to report, the n	ext item followed.	
98	C.	District Manager: Wrathell, Hunt an	d Associates, LLC	
99		• NEXT MEETING DATE: Augus	t 11, 2021 at 2:30 P.M.	
100		• QUORUM CHECK		
101		The next meeting will be held on Au	gust 11, 2021 at 2:30 p.m., unless cancelled.	
102				
103	EIGHT	H ORDER OF BUSINESS	Board Members' Comments/Request	:S
104 105		There being no Board Members' con	nments or requests, the next item followed.	
106				
107 108	NINTH	ORDER OF BUSINESS	Public Comments	
109		There being no public comments, the	e next item followed.	
110				
111 112	TENTI	HORDER OF BUSINESS	Adjournment	
113 114		There being nothing further to discu	ss, the meeting adjourned.	
115 116		On MOTION by Ms. Willbur and set the meeting adjourned at 2:50 p.m.	conded by Mr. Moorhead, with all in favor,	

Secretary/Assistant Secretary	Chair/Vice Chai



BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Office of Cobb Cole, 231 North Woodland Boulevard, DeLand, Florida 32720

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2021 CANCELED	Pogular Monting	2:30 PM
October 13, 2021 CANCELED	Regular Meeting	2:30 PIVI
November 10, 2021 CANCELED	Regular Meeting	2:30 PM
December 8, 2021 CANCELED	Regular Meeting	2:30 PM
January 12, 2022 CANCELED	Regular Meeting	2:30 PM
February 9, 2022 CANCELED	Regular Meeting	2:30 PM
March 9, 2022 CANCELED	Regular Meeting	2:30 PM
April 13, 2022 CANCELED	Regular Meeting	2:30 PM
May 11, 2022 CANCELED NO QUORUM	Regular Meeting	2:30 PM
May 24, 2022 CANCELED NO QUORUM	Regular Meeting	11:00 AM
June 7, 2022	Regular Meeting	1:00 PM
June 8, 2022 rescheduled to June 7, 2022	Regular Meeting	2:30 PM
July 13, 2022	Regular Meeting	2:30 PM
August 10, 2022	Public Hearing & Regular Meeting	2:30 PM
September 14, 2022	Regular Meeting	2:30 PM