

***North Powerline Road
Community Development District***

Agenda

February 6, 2019

AGENDA

North Powerline Road Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

January 30, 2019

**Board of Supervisors
North Powerline Road
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **North Powerline Road Community Development District** will be held **Wednesday, February 6, 2019 at 10:00 AM at 346 E Central Ave., Winter Haven, Florida 33880**. Following is the advance agenda for the meeting:

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of December 5, 2018 Meeting
4. Tally of Audit Committee Members Rankings and Selection of an Auditor
5. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Organizational Matters
3. Approval of Minutes of the December 5, 2018 Board Meeting
4. Acceptance of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for Fiscal Year 2018
5. Consideration of Assignment of Contract for Professional Engineering Services
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

The second order of business of the Audit Committee Meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. The third order of business is the approval of the minutes from the December 5, 2018 meeting. The minutes are enclosed for your review. The third order of business is the tally of the audit committee members rankings and selection of an auditor. Rankings from all audit committee members will be tallied at the meeting to develop an overall

audit committee ranking. The RFP responses have been provided separately and the tally sheet will be provided under separate cover.

The third order of business of the Board of Supervisors meeting is the approval of the minutes of the December 5, 2018 Board meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is the acceptance of the audit committee recommendation and selection of the #1 ranked firm to provide auditing services for Fiscal Year 2018. There is no back-up material.

The fifth order of business is the consideration of assignment of contact for professional engineering services. A copy of the agreement are enclosed for your review.

The sixth order of business is Staff Reports. Section C is the District Manager's report. Sub-Section 1 includes the check register being submitted for approval and Sub-Section 2 includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

AUDIT COMMITTEE MEETING

MINUTES

MINUTES OF MEETING
NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the North Powerline Road Community Development District was held on Wednesday, December 5, 2018 at 10:00 a.m. at the 346 E Central Ave., Winter Haven, Florida.

Present were:

Rennie Heath	Chairman
Lauren Schwenk	
Andrew Rhineheart	
Kevin Chinoy	
Phillip Allende	
Jill Burns	
Sarah Sandy	
Drew White	

The following is a summary of the discussions and actions taken at the December 5, 2018 North Powerline Road Community Development District's Audit Committee Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns asked for comments from the public.

THIRD ORDER OF BUSINESS

Audit Services

A. Approval of Request for Proposals and Selection Criteria

Ms. Burns stated the proposals would be due December 28, 2018.

On MOTION by Ms. Schwenk seconded by Mr. Allende with all in favor, the Request for Proposals and Selection Criteria, was approved.

B. Approval of Notice of Request for Proposals for Audit Services

Ms. Burns presented the notice that would publish in the newspaper.

On MOTION by Ms. Schwenk seconded by Mr. Allende with all in favor, the Notice of Request for Proposals for Audit Services, was approved.

C. Public Announcement of Opportunity to Provide Audit Services

Ms. Burns gave the public announcement of opportunity to provide audit services.

FOURTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

On MOTION by Ms. Schwenk seconded by Mr. Chinoy with all in favor, the meeting was adjourned.

SECTION IV

North Powerline Road CDD Auditor Selection

	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understanding of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
Grau & Associates					2018 - \$2,800 2019 - \$2,900 2020 - \$3,000 2021 - \$3,100 2022 - \$3,200		

BOARD OF SUPERVISORS MEETING

MINUTES

MINUTES OF MEETING
NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the North Powerline Road Community Development District was held on Wednesday, December 5, 2018 at 10:00 a.m. at the 346 E Central Ave., Winter Haven, Florida.

Present and constituting a quorum were:

Lauren Schwenk	Chairman
Kevin Chinoy	Vice Chairman
Phillip Allende	Assistant Secretary

Also present were:

Jill Burns	District Manager
Sarah Sandy	District Counsel
Drew White	Developer's Office

The following is a summary of the discussions and actions taken at the December 5, 2018 North Powerline Road Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns: Does anyone have any comments before we start?

THIRD ORDER OF BUSINESS

Organizational Matters

A. Approval of Minutes of the September 19, 2018 Board of Supervisors Meeting

Ms. Burns asked if there were any questions, comments, or corrections on the minutes. Hearing none,

On MOTION by Ms. Schwenk seconded by Mr. Allende with all in favor, the Minutes of the September 19, 2018 Board of Supervisors Meeting, were approved as presented.

FOURTH ORDER OF BUSINESS**Ranking of Proposals for District Engineering Services and Selection of District Engineer**

Ms. Burns stated one proposal was received from Dennis Wood Engineering and recommended ranking Dennis Wood Engineering first with 90 points and authorize Counsel to draft the agreement and also authorize the Chairman to execute once that agreement has been drafted. She asked if there were any questions on the proposal from Dennis Wood Engineering.

On MOTION by Ms. Schwenk seconded by Mr. Allende with all in favor, Ranking Dennis Wood Engineering First with 90 Points and authorizing Counsel to draft an agreement and authorizing the Chairman to execute the final agreement was approved.

FIFTH ORDER OF BUSINESS**Consideration of Proposal for Website ADA Compliance**

Ms. Burns stated that the website needed to be made compliant for people with visual and hearing disabilities. She presented the proposal and recommended going with the one-time fee of \$1,750 to get the site compliant and GMS would handle the ongoing work with the website.

On MOTION by Ms. Schwenk seconded by Mr. Allende with all in favor, the Proposal from VGlobal Tech, LLC for Website ADA Compliance totaling \$1,750 was approved.

SIXTH ORDER OF BUSINESS**Consideration of Agreement for Financial Advisory Services**

Ms. Burns noted this item was discussed at the Lucerne Park meeting but summarized again for the Board. She noted that Kevin with Fishkind was hoping to stay on and finalize reports through the first bond issuance. Ms. Burns noted that GMS would be the financial advisor and assessment consultant going forward.

On MOTION by Mr. Allende seconded by Ms. Schwenk with all in favor, the Agreement for Financial Advisory Services, was approved.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Sandy noted she had nothing further for the Board as they were still a ways off from the first bond issuance.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Balance Sheet and Income Statement

Ms. Burns stated the financial statements were in the package and there are no actions that need to be taken on those but she would gladly take any questions.

ii. Approval of the Check Register

Ms. Burns presented the register with a total amount of \$40,549.12.

On MOTION by Ms. Schwenk seconded by Mr. Allende with all in favor, the Check Register totaling \$40,549.12 was approved.

iii. Ratification of Funding Requests #1 and #2

Ms. Burns stated the funding requests were already proved, they were just seeking ratification.

On MOTION by Ms. Schwenk seconded by Mr. Allende with all in favor, Funding Requests #1 and #2 were ratified.

EIGHTH ORDER OF BUSINESS

Other Business

Ms. Burns asked if there was any other business. Hearing none,

NINTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Burns asked if there were any Supervisor's requests. Hearing none,

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

On MOTION by Ms. Schwenk seconded by Mr. Allende with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

**AGREEMENT BETWEEN THE NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT AND WOOD & ASSOCIATES, LLC FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of this 9th day of January, 2019, by and between:

North Powerline Road Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located partially within unincorporated Polk County, Florida and partially within the City of Davenport, Florida, and with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"); and

Wood & Associates Engineering, LLC, a Florida limited liability company, and with a principal address of 1925 Bartow Road, Lakeland, Florida 33801 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by ordinance of the Board of County Commissioners in and for Polk County, Florida; and

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

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

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

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

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

Article 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Article 2. Scope of Services

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

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
3. Any other items requested by the Board of Supervisors.

B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:

1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
2. Processing of contractor's pay estimates.
3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
4. Final inspection and requested certificates for construction including the final certificate of construction.
5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

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

A. **Lump Sum Amount** - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. **Hourly Personnel Rates** - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

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

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

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 6. Term of Contract. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 22.

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

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

Article 9. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

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

Article 11. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District. Engineer shall not have authority to hire persons as employees of the District.

Article 12. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific

written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 13. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 14. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$500,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

Article 15. Contingent Fee. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer,

any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 16. Audit. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 17. Indemnification. Engineer shall indemnify, defend, and hold harmless the District, and the District's officers, employees and staff, wholly from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers, employees, and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

Article 18. Compliance with Public Records Laws. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Jill Burns** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-407-841-5524, JBURNS@GMSCFL.COM, OR 135 WEST CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.

Article 19. Employment Verification. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 20. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Polk County, Florida.

Article 21. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 23. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

North Powerline Road
Community Development District
c/o Governmental Management Services –
Central Florida, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Roy Van Wyk

If to Engineer:

Wood & Associates Engineering, LLC
1925 Bartow Road
Lakeland, Florida 33801
Attn: Dennis Wood

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 District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. 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.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 25. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 26. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Remainder of this page left intentionally blank]

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

ATTEST:

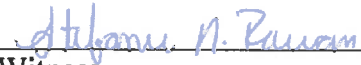
**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

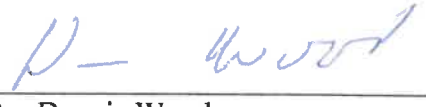
Chairperson, Board of Supervisors

WITNESS:

**WOOD & ASSOCIATES ENGINEERING, LLC, a
Florida limited liability company**



Witness



By: Dennis Wood
Its: Manager



Witness

Schedule A – Rate Schedule

Schedule "A"

ATTACHMENT A
PROFESSIONAL SERVICES FEE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$125
Project Manager	\$100
Senior Designer	\$100
Senior Planner	\$100
Design Engineer	\$ 90
Engineer	\$ 85
Planner	\$ 90
Designer	\$ 85
CADDperson	\$ 65
Administrative Assistant	\$ 60
Clerical	\$ 40

SECTION VI

SECTION C

SECTION 1

**North Powerline Road
Community Development District**

Summary of Checks

November 29, 2018 to January 29, 2019

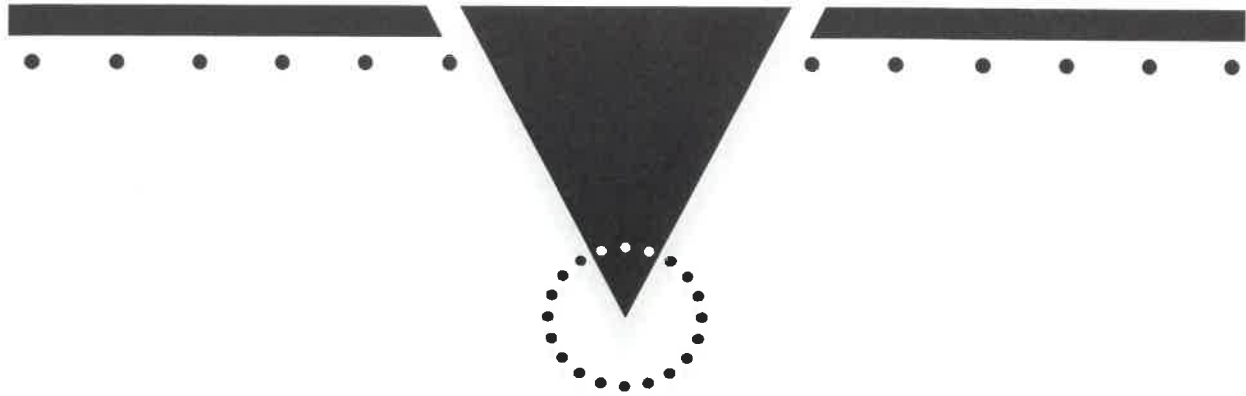
Bank	Date	Check No.'s	Amount
General Fund	12/18/18	15	\$ 309.16
			<hr/>
			\$ 309.16
			<hr/>
			\$ 309.16

AP300R
 *** CHECK DATES 11/29/2018 - 01/29/2019 ***
 YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/29/19 PAGE 1
 N POWERLINE RD - GENERAL
 BANK A NORTH POWERLINE RD

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/18/18	00012	11/28/18	L060G0IO 201811 310-51300-48000			*	309.16	
			NOT OF MTG 12/5/18		THE LEDGER/ NEWS CHIEF			309.16 000015
TOTAL FOR BANK A							309.16	
TOTAL FOR REGISTER							309.16	

NPRC NORTH POWER LI KCOSTA

SECTION 2



NORTH POWERLINE ROAD

Community Development District

Unaudited Financial Reporting

December 31, 2018



Table of Contents

1	<u>Balance Sheet</u>
---	----------------------

2	<u>General Fund Income Statement</u>
---	--------------------------------------

3	<u>Capital Projects Fund Income Statement</u>
---	-----------------------------------------------

4	<u>Month to Month</u>
---	-----------------------

5	<u>Developer Contribution Schedule</u>
---	----------------------------------------

NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
December 31, 2018

	General Fund	Capital Projects Fund	Totals FY18
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT	\$7,014	---	\$7,014
DUE FROM DEVELOPER	\$20,000	\$18,804	\$38,804
TOTAL ASSETS	\$27,014	\$18,804	\$45,819
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$6,917	---	\$6,917
CONTRACTS PAYABLE	---	\$18,804	\$18,804
<u>FUND EQUITY:</u>			
FUND BALANCES:			
UNASSIGNED	\$20,097	---	\$20,097
RESERVED FOR CAPITAL PROJECTS		\$0	
TOTAL LIABILITIES & FUND EQUITY	\$27,014	\$18,804	\$45,819

NORTH POWERLINE ROAD

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/2018	ACTUAL THRU 12/31/2018	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$180,000	\$45,000	\$20,000	(\$25,000)
INTEREST	\$0	\$0	\$1	\$1
TOTAL REVENUES	\$180,000	\$45,000	\$20,001	(\$24,999)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$6,000	\$1,500	\$600	\$900
D&O INSURANCE	\$3,000	\$3,000	\$2,250	\$750
TRUSTEE SERVICES	\$6,000	\$0	\$0	\$0
DISTRICT MANAGEMENT	\$20,000	\$5,000	\$8,750	(\$3,750)
ENGINEERING	\$15,000	\$3,750	\$0	\$3,750
DISSEMINATION AGENT	\$5,000	\$0	\$0	\$0
DISTRICT COUNSEL	\$25,000	\$6,250	\$3,275	\$2,975
AUDIT	\$6,000	\$0	\$0	\$0
TRAVEL & PER DIEM	\$500	\$125	\$0	\$125
CONFERENCE CALLS	\$200	\$50	\$0	\$50
POSTAGE & SHIPPING	\$300	\$75	\$1	\$74
COPIES	\$500	\$500	\$1	\$499
OFFICE SUPPLIES	\$0	\$0	\$0	(\$0)
LEGAL ADVERTISING	\$8,000	\$2,000	\$309	\$1,691
MISCELLANEOUS	\$1,100	\$275	\$0	\$275
WEB SITE MAINTENANCE	\$2,900	\$725	\$375	\$350
DUES, LICENSES, & FEES	\$250	\$250	\$175	\$75
BANK FEES	\$250	\$63	\$0	\$63
TOTAL ADMINISTRATIVE:	\$100,000	\$23,563	\$15,735	\$7,827
<u>OPERATION & MAINTENANCE:</u>				
LANDSCAPING MAINTENANCE	\$65,000	\$16,250	\$0	\$16,250
POND MAINTENANCE	\$12,000	\$3,000	\$0	\$3,000
GENERAL INSURANCE	\$3,000	\$3,000	\$2,750	\$250
TOTAL OPERATIONS & MAINTENANCE	\$80,000	\$22,250	\$2,750	\$19,500
TOTAL EXPENDITURES	\$180,000	\$45,813	\$18,485	\$27,327
EXCESS REVENUES (EXPENDITURES)	\$0		\$1,516	
FUND BALANCE - BEGINNING	\$0		\$18,581	
FUND BALANCE - ENDING	\$0		\$20,097	

NORTH POWERLINE ROAD

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2018

REVENUES:

DEVELOPER CONTRIBUTIONS

TOTAL REVENUES

EXPENDITURES:

CAPITAL OUTLAY

TOTAL EXPENDITURES

EXCESS REVENUES (EXPENDITURES)

FUND BALANCE - BEGINNING

FUND BALANCE - ENDING

ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/2018	ACTUAL THRU 12/31/2018	VARIANCE
\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0
\$0		\$0	
\$0		\$0	
\$0		\$0	

NORTH POWERLINE ROAD
Community Development District

REVENUES:

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
INTEREST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
TOTAL REVENUES	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,001

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISORS FEES	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
D&O INSURANCE	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250
TRUSTEE SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT MANAGEMENT	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,750
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION AGENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT COUNSEL	\$612	\$321	\$2,342	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,275
AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRAVEL & PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONFERENCE CALLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE & SHIPPING	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
COPIES	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$0	\$309	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$309
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WEB SITE MAINTENANCE	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375
DUES, LICENSES, & FEES	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
BANK FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ADMINISTRATIVE	\$6,078	\$3,673	\$5,984	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,735

OPERATION & MAINTENANCE:

CONTRACT SERVICES

LANDSCAPING MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL INSURANCE	\$2,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750
TOTAL OPERATION & MAINTENANCE	\$2,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750
TOTAL EXPENDITURES	\$8,828	\$3,673	\$5,984	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,485
EXCESS REVENUES/(EXPENDITURES)	(\$8,828)	(\$3,672)	\$14,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,516

**North Powerline Road Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY18)	Capital Projects Fund Portion (FY18)	General Fund Portion (FY19)	Over and (short) Balance Due
FY18-1	6/5/18	10/11/18	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -
2	9/21/18	10/11/18	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -
FY19-01	12/12/18		\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	20,000.00
BV1	12/12/18		\$ -	\$ 18,804.36	\$ -	\$ 18,804.36	\$ -	18,804.36

Due from Developer	\$ 45,000.00	\$ 83,804.36	\$ 45,000.00	\$ 18,804.36	\$ 20,000.00	\$ 38,804.36
--------------------	--------------	--------------	--------------	--------------	--------------	--------------

Total Developer Contributions FY19

\$ 20,000.00