

*North Powerline Road  
Community Development District*

*Meeting Agenda*

*Febrary 24, 2021*

# AGENDA

# *North Powerline Road*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

February 17, 2021

**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 24, 2021 at 10:00 AM at 346 East Central Ave., Winter Haven, FL 33880.**

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 955 5096 0756

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
  - A. Recognition that Supervisor Phillip Allende was Sworn in Outside of Meeting
  - B. Administration of Oath to Supervisor Andrew Rhinehart
4. Approval of Minutes of the December 10, 2020 Board of Supervisors Meeting
5. Consideration of Third Amended and Restated Engineer's Report (*to be provided under separate cover*)
6. Consideration of Amended and Restated Master Assessment Methodology (*to be provided under separate cover*)
7. Consideration of Resolution 2021-07 Declaring Special Assessments on Boundary Amendment Parcel

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<sup>1</sup> Comments will be limited to three (3) minutes

8. Consideration of Resolution 2021-08 Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcel
9. Consideration of Resolution 2021-09 Setting a Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad-Valorem Assessments on Boundary Amendment Parcel
10. Consideration of Disclosure of Public Financing
11. Consideration of Resolution 2021-10 Ratifying the Emergency Action Taken by the District Engineer, District Manager, and District Chairman
12. Consideration of Resolution 2021-11 Appointing Treasurer and Assistant Treasurer
13. Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements in 2021
14. Consideration of Fee Increase Letter from Hopping, Green & Sams for District Counsel Services
15. Ratification of 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser
16. Ratification of Contract Agreement with Polk County Property Appraiser
17. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Ratification of Kearney Change Orders #8 and #11
    - iv. Ratification of Summary of Requisitions
      - a) Series 2020 Phase 1 Requisitions #1-#24 and #26-#27
      - b) Series 2020 Phase 2 Requisitions #1 to #12
18. Other Business
19. Supervisors Requests and Audience Comments
20. Adjournment

The second order of business 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. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is Organizational Matters. Section A is the Recognition that Supervisor Phillip Allende was Sworn in Outside of Meeting. Section B is the Administration of Oath to Supervisor Andrew Rhinehart.

The fourth order of business is the approval of the minutes from the December 10, 2020 Board of Supervisors Meeting. A copy of the minutes is enclosed for your review.

The fifth order of business is the Consideration of Third Amended and Restated Engineer's Report. *This item will be provided under separate cover.*

The sixth order of business is the Consideration of Amended and Restated Master Assessment Methodology. *This item will be provided under separate cover.*

The seventh order of business is the Consideration of Resolution 2021-07 Declaring Special Assessments on Boundary Amendment Parcel. A copy of the resolution is enclosed for your review.

The eighth order of business is the Consideration of Resolution 2021-08 Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcel. A copy of the resolution is enclosed for your review.

The ninth order of business is the Consideration of Resolution 2021-09 Setting a Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad-Valorem Assessments on Boundary Amendment Parcel. A copy of the resolution is enclosed for your review.

The tenth order of business is the Consideration of Disclosure of Public Financing. A copy of the disclosure is enclosed for your review.

The eleventh order of business is the Consideration of Resolution 2021-10 Ratifying the Emergency Action Taken by the District Engineer, District Manager, and District Chairman. A copy of the resolution is enclosed for your review.

The twelfth order of business is the Consideration of Resolution 2021-11 Appointing Treasurer and Assistant Treasurer. A copy of the resolution is enclosed for your review.

The thirteenth order of business is the Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements in 2021. A copy of the memorandum is enclosed for your review.

The fourteenth order of business is the Consideration of Fee Increase Letter from Hopping, Green & Sams for District Counsel Services. A copy of the letter is enclosed for your review.

The fifteenth order of business is the Ratification of 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The sixteenth order of business is the Ratification of Contract Agreement with Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The seventeenth order of business is Staff Reports. Section C is the District Manager's report. Sub-Section 1 is the Check Register for your approval. Sub-Section 2 is the balance sheet and income statement for your review. These items are enclosed for your review. Sub-Section 3 is the Ratification of Kearney Change Orders #8 and #11, which are enclosed for your review. Sub-Section 4 is the Ratification of Summary of Requisitions. Section (a) includes Series 2020 Phase 1 Requisitions #1 to #24 and #26 to #27. Section (b) includes Series 2020 Phase 2 Requisitions #1 to #12. A copy of each summary is enclosed 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

# 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 Thursday, **December 10, 2020** at 1:15 p.m. at 346 East Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Kevin Chinoy	Assistant Secretary
Phillip Allende <i>via phone</i>	Assistant Secretary

Also present were:

Jill Burns	District Manager/GMS
Heather Wertz	Absolute Engineering
Roy Van Wyk	HGS
Michelle Rigoni	HGS

*The following is a summary of the discussions and actions taken at the December 10, 2020 North Powerline Road Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. Four Board members were present in person and via Zoom constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

No members of the public were present via Zoom. There being no public comments, the next item followed.



**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oaths to Elected Board Members**

Ms. Burns noted Ms. Schwenk has already been sworn in and the other two members that need to be sworn in are either absent or participating via phone. They will be sworn in at the next meeting.

**B. Consideration of Resolution 2021-02 Canvassing and Certifying the Results of the Landowners' Election**

Ms. Burns reported that a Landowners' Election was held on November 3, 2020 and the three board members were reelected to their seats. Mr. Rhinehart and Ms. Schwenk serving a 4-year-term while Mr. Allende will serve a 2-year-term.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-02 Canvassing and Certifying the Results of Landowners' Election, was approved.

**C. Consideration of Resolution 2021-03 Electing Officers**

Ms. Burns stated the same Board was elected and then asked if they wanted to keep the same officers. The Board did.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-03 Electing Officers, was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the October 7, 2020 Board of Supervisors Meeting and the November 3, 2020 Landowners' Meeting**

Ms. Burns asked for any questions, comments, or corrections on the October 7, 2020 minutes and the November 3, 2020 Landowners' election. The Board had no changes to the minutes.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Minutes of the October 7, 2020 Board of Supervisors Meeting and the November 3, 2020 Landowner's Meeting, were approved.

**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2021-04  
Supplemental Assessment Resolution  
(Series 2020)**

Ms. Burns noted that this resolution will set forth the bonds issued by the District and it applies the methodology to the scope of project that is covered in the engineer's report. There were no questions, so the board motioned to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-04 Supplemental Assessment Resolution (Series 2020), was approved.

**A. Consideration of Notice of Special Assessments (Series 2020)**

Ms. Burns reported that the notice is included in the agenda package, and they are looking for authorization for Council to record the assessments that would put potential property owners on notice that the assessments have been leveed on the property.

On MOTION by Mr. Heath, seconded by Mr. Schwenk, with all in favor, Resolution 2021-04 Supplemental Assessment Resolution (Series 2020), was approved.

**SIXTH ORDER OF BUSINESS****Consideration of Series 2020 Developer's  
Agreements****A. Phase 1**

Ms. Burns stated that these agreements are with JMBI Real Estate, LLC.

**i. Declaration of Consent**

Ms. Burns reported that the Landowner confirms and agrees that the debt assessments that have been adopted by the Board are in accordance with Florida law and the District had taken all necessary action to levy and impose the series 2020 assessments.

**ii. True-Up Agreement**

Ms. Burns noted the Landowners' confirming their intent and obligation if required to make true-up payments related to the series 2020 assessments.

**iii. Collateral Assignment Agreement**

Ms. Burns explained that in the event of default in the payment of the series 2020 assessments, the Landowner will send certain development rights to the District to allow them to complete the development of the series 2020 project.

**iv. Acquisition Agreement**

Ms. Burns noted this agreement outlines the Districts desire to acquire certain work project, improvement, or accept assignment of certain contracts. It also outlines the Landowners desire to convey the Districts interest in real property in order to allow the District to own, operate, maintain, construct, and install all the improvements.

**v. Completion Agreement**

Ms. Burns reviewed the Completion Agreement. That the Landowner requested that the District limit the amount of assessments imposed on the property thereby allowing them to directly fund a portion of the series 2020 projects. This agreement outlines that the Landowner has agreed to provide the funds or will complete the portion of the project that is not being funded through the series 2020 project.

On MOTION by Mr. Chinoy, seconded by Ms. Schwenk, with all in favor, the Declaration of Consent, True-Up Agreement, Collateral Assignment Agreement, Acquisition Agreement, and Completion Agreement for Phase 1, all with JMBI Real Estate, LLC, were approved.

**B. Phase 2**

Ms. Burns stated that this agreement is with CH Dev, LLC.

**i. Declaration of Consent**

Ms. Burns reported that the Landowner confirms and agrees that the debt assessments that have been adopted by the Board are in accordance with Florida law and the District had taken all necessary action to levy and impose the series 2020 assessments.

**ii. True-Up Agreement**

Ms. Burns noted the Landowners' confirming their intent and obligation if required to make true-up payments related to the series 2020 assessments.

**iii. Collateral Assignment Agreement**

Ms. Burns explained that in the event of default in the payment of the series 2020 assessments, the Landowner will send certain development rights to the District to allow them to complete the development of the series 2020 project.

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Ms. Burns noted this agreement outlines the Districts desire to acquire certain work project, improvement, or accept assignment of certain contracts. It also outlines the Landowners desire to convey the Districts interest in real property in order to allow the District to own, operate, maintain, construct, and install all the improvements.

**v. Completion Agreement**

Ms. Burns reviewed the Completion Agreement. That the Landowner requested that the District limit the amount of assessments imposed on the property thereby allowing them to directly fund a portion of the series 2020 projects. This agreement outlines that the Landowner has agreed to provide the funds or will complete the portion of the project that is not being funded through the series 2020 project.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Declaration of Consent, True-Up Agreement, Collateral Assignment Agreement, Acquisition Agreement, and Completion Agreement for Phase 2 with CH Dev, LLC, were approved.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Temporary Construction Easements**

Ms. Burns noted that these have already been recorded and they are just looking for a motion to ratify.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Temporary Construction Easements, was ratified.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-06  
Ratifying and Approving the Approval of  
the Amended Fiscal Year 2019-2020  
General Fund Budget**

Ms. Burns noted they will provide a revised budget to the auditors by the end of November for the prior fiscal year if the budget is exceeded and, in this case, they were over the anticipated budget due to the boundary amendment. Mr. Heath has previously signed off on the actuals that were presented to the auditor so there is a need to ratify that action.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2021-06 Ratifying and Approving the Approval of the Amended Fiscal Year 2019-2020 General Fund Budget, was approved.
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**NINTH ORDER OF BUSINESS**

**Consideration of Notice of Boundary  
Amendment**

Ms. Burns explained the amendment was approved on December 1. They are just looking for a motion to record.

On MOTION by Mr. Heath, seconded by Mr. Chiony, with all in favor, the Notice of Boundary Amendment, was approved.
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**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-07  
Declaring Special Assessments on  
Boundary Amendment Parcel**

This item was tabled to the next meeting.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-08  
Setting a Public Hearing on the Imposition  
of Special Assessments on Boundary  
Amendment Parcel**

This item was tabled to the next meeting.

**TWELTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-09  
Setting a Public Hearing Expressing the  
District's Intent to Utilize the Uniform  
Method of Levying, Collecting, and  
Enforcing Non Ad-Valorem Assessments  
on Boundary Amendment Parcel**

This item was tabled to the next meeting.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk had nothing further to report to the Board.

**B. Engineer**

Ms. Wertz had nothing further to report for the board.

**C. District Manager's Report**

**i. Approval of Check Register**

Ms. Burns stated that the check register was included in the agenda package and totaled \$1,493.06 and goes through November 17<sup>th</sup>.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Check Register for \$1,493.06, was approved.
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**ii. Balance Sheet and Income Statement**

Ms. Burns stated that the financials were in the package and there was no action required. She asked for any questions. Hearing none,

**iii. Ratification of Kearney Change Orders #2, #5, and #7**

There was no overview,

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Ratification of Kearney Change Orders #2, #5, and #7, was approved.
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**FOURTEENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being none, the next item followed.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns asked for a motion to adjourn.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the meeting was adjourned.
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Secretary / Assistant Secretary

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Chairman / Vice Chairman

## SECTION V



*Item will be  
provided under  
separate cover.*

## SECTION VI

*Item will be  
provided under  
separate cover.*

## SECTION VII

## RESOLUTION 2021-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AND CONFIRMING THE MASTER ASSESSMENT METHODOLOGY; ADOPTING AND CONFIRMING THE MASTER ENGINEER'S REPORT FOR ANNEXED PARCELS; DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (the "Board") of the North Powerline Road Community Development District (the "District") previously determined to undertake the construction and maintenance of certain infrastructure improvements within the District, and evidenced its intent to defray the cost of such improvements through the levy and collection of assessments against property within the District benefitted by such improvements, pursuant to Resolutions 2018-23, 2018-24, 2018-32, 2020-04, 2020-05, 2020-08, 2020-11, 2020-12 and 2020-15 (together, the "Assessment Resolutions"); and

**WHEREAS**, On December 1, 2020, the Board of County Commissioners of Polk County Florida adopted Ordinance No. 20-046, effective December 2, 2020 amending the external boundaries of the District to include an additional 75.69 acres of land (the "Expansion Parcel"); and

**WHEREAS**, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the District's *Third Amended and Restated Engineer's Report for Capital Improvements*, dated \_\_\_\_\_ 2021, attached hereto as **Exhibit A** and incorporated herein by reference (the "Engineer's Report"); and

**WHEREAS**, the Engineer's Report details the scope and cost of public Improvements necessary to serve the Expansion Parcel ("Improvements"); and

**WHEREAS**, it is in the best interest of the District to pay the cost of the public Improvements by imposing and collecting special assessments pursuant to Chapter 190, *Florida Statutes* (the "Assessments") upon the Expansion Parcel; and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Public Improvements and to impose, levy and collect the Assessments; and

**WHEREAS**, the District hereby determines that benefits will accrue to the Expansion Parcel, the amount of those benefits, and that special assessments will be made in proportion to the benefits

received as set forth in the *Amended and Restated Master Assessment Methodology*, dated \_\_\_\_\_, 2021, (the "Assessment Report"), attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "District Records Office"); and

**WHEREAS**, the District hereby determines that the Assessments to be levied on the Expansion Parcel will not exceed the benefit to the property improved as set forth in the Assessment Report

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

1. Assessments shall be levied to defray a portion of the cost of the Improvements benefitting the Expansion Parcel as specified in the Assessment Report.

2. The nature and general location of, and plans and specifications for, the Improvements benefitting the Expansion Parcel are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

3. The total estimated cost of the Improvements benefitting the Expansion Parcel is \$\_\_\_\_\_ (the "Estimated Cost").

4. The Assessments will defray approximately \$\_\_\_\_\_, which includes the Estimated Cost, plus financing-related costs, capitalized interest and a debt service reserve.

5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Composite Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land

and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

**10.** The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

**11.** The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Polk County and to provide such other notice as may be required by law or desired in the best interests of the District.

**12.** This Resolution is intended to amend and supplement the Assessment Resolutions relating to the District's levy of special assessments on certain lands within the boundaries of the District benefitting from the Improvements. As such, all such prior resolutions, including but not limited to the Assessment Resolutions, remain in full force and effect, except to the extent provided for herein.

**13.** This Resolution shall become effective upon its passage.

**14.** The invalidity or enforceability 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.

*[Remainder of this page intentionally left blank]*

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**NORTH POWERLINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:**     *Third Amended and Restated Engineer's Report for Capital Improvements*, dated  
                  \_\_\_\_\_, 2021

**Exhibit B:**     *Amended and Restated Master Assessment Methodology*, dated \_\_\_\_\_, 2021



## SECTION VIII

**RESOLUTION 2021-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON \_\_\_\_\_, 2021, AT \_\_\_\_:\_\_\_\_ A/P.M., AT THE OFFICES OF CASSIDY HOMES, 346 EAST CENTRAL AVENUE, WINTER HAVEN, FLORIDA 33880, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN LANDS WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190, AND 197, FLORIDA STATUTES.**

WHEREAS, the Board of Supervisors of the North Powerline Road Community Development District ("Board") previously adopted Resolution 2021-\_\_, entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AND CONFIRMING THE MASTER ASSESSMENT METHODOLOGY; ADOPTING AND CONFIRMING THE MASTER ENGINEER'S REPORT FOR ANNEXED PARCELS; DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

WHEREAS, in accordance with Resolution 2021-\_\_, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190, and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 ("District Records Office") and at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880 ("Local District Records Office").

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

**SECTION 1.** There is hereby declared a public hearing to be held at \_\_\_\_: \_\_\_\_ a/p.m., on \_\_\_\_, 2021, at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880, for the purpose of hearing comment and objections to the proposed special assessment program for community improvements as identified in the preliminary assessment roll, a copy of which is on file.

It is anticipated that the public hearing and meeting will take place at the location above. In the event that the COVID-19 public health emergency prevents the hearing and meeting from occurring in-person or if future governmental orders so authorize, the meeting

and public hearing may be conducted remotely, using communications media technology pursuant to applicable governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-123 and 20-246, issued by Governor DeSantis of the State of Florida, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to participate in the meeting and public hearing telephonically on the above date and time must call \_\_\_\_\_ and when prompted, enter meeting ID: \_\_\_\_\_. Information regarding this meeting and public hearing may be obtained from the District's website at <https://northpowerlineroadcdd.com/> or by contacting the District Manager, Jillian Burns, at jburns@gmscfl.com or by calling (407) 841-5524.

Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, or by calling (407) 841-5524 or by emailing jburns@gmscfl.com.

**SECTION 2.** Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Polk County, Florida (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

**SECTION 3.** This Resolution shall become effective upon its passage.

*[Remainder of this page intentionally left blank]*

PASSED AND ADOPTED this \_\_\_\_ of \_\_\_\_\_, 2021.

ATTEST:

**NORTH POWERLINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

## SECTION IX

**RESOLUTION 2021-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS FOR THE EXPANSION PARCEL AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the North Powerline Road Community Development District (the "District") is a local unit of special-purpose government duly organized and existing pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") and was established by Ordinance 18-036 of the Board of County Commissioners of Polk County, Florida ("County"), as amended by that Ordinance 20-028 of the County, effective June 16, 2020; and

**WHEREAS**, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

**WHEREAS**, the District previously determined its intent to utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* (the "Uniform Method"); and

**WHEREAS**, effective December 2, 2020, the boundaries of the District were subsequently amended by Ordinance 20-046 of the County to include approximately 75.69 additional acres of land to those lands within the boundaries of the District (the "Expansion Parcels"); and

**WHEREAS**, the District now desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments with respect to the Expansion Parcels;

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

**SECTION 1.** A Public Hearing will be held to adopt the Uniform Method on \_\_\_\_\_, 2021, at \_\_\_\_\_ : \_\_\_\_\_ a/p.m. at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880, for the purpose of hearing comment and objections to the District's intent to utilize the Uniform Method with respect to the Expansion Parcels.

It is anticipated that the public hearing and meeting will take place at the location above. In the event that the COVID-19 public health emergency prevents the hearing and meeting from occurring in-person or if future governmental orders so authorize, the meeting and public hearing may be conducted remotely, using communications media technology pursuant to applicable governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-123 and 20-246, issued by Governor DeSantis of the State of Florida, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

While it may be necessary to hold the above referenced public hearing and meeting utilizing

communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to participate in the meeting and public hearing telephonically on the above date and time must call \_\_\_\_\_ and when prompted, enter meeting ID: \_\_\_\_\_. Information regarding this meeting and public hearing may be obtained from the District's website at <https://northpowerlineroadcdd.com/> or by contacting the District Manager, Jillian Burns, at jburns@gmscfl.com or by calling (407) 841-5524.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of February, 2021.

ATTEST:

**NORTH POWERLINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

# SECTION X



Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

North Powerline Road Community Development District  
c/o Governmental Management Services –  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>**

**North Powerline Road Community Development District**

Warren K. (Rennie) Heath, II  
Chairperson

Phillip Allende  
Assistant Secretary

Lauren Schwenk  
Vice Chairperson

Kevin Chinoy  
Assistant Secretary

Andrew Rhinehart  
Assistant Secretary

Governmental Management Services – Central Florida, LLC  
District Manager  
219 E. Livingston St.  
Orlando, Florida 32801  
(407) 841-5524

District records are on file at the offices of Governmental Management Services – Central Florida, LLC, located at 219 E. Livingston St., Orlando, Florida 32801, and at the District's local records office at 346 East Central Avenue, Winter Haven, Florida 33880, and are available for public inspection upon request during normal business hours.

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of January 27, 2021. For a current list of Board Members, please contact the District Manager's office.

## TABLE OF CONTENTS

<b>Introduction .....</b>	<b>3</b>
<b>What is the District and how is it governed? .....</b>	<b>4</b>
<b>What infrastructure improvements does the District provide and how are the improvements paid for?.....</b>	<b>5</b>
<b>Assessments, Fees and Charges .....</b>	<b>7</b>
<b>Method of Collection.....</b>	<b>8</b>

## **NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

### **INTRODUCTION**

The North Powerline Road Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the North Powerline Road Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

**What is the District and how is it governed?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the "Act"), and established by Ordinance No. 18-036 duly enacted by the Board of County Commissioners of Polk County, Florida (the "County") on June 5, 2018, as amended by Ordinance No. 20-028 enacted by the County on June 16, 2020, as further amended by Ordinance No. 20-046 enacted by the County on December 1, 2020, and approved and consented to by the City Commission of the City of Davenport, Florida (the "City") by Resolution No. 387-18 adopted on March 19, 2018, as further approved and consented to by the City by Resolution No. 456-20 adopted on November 16, 2020 (collectively, the "Ordinance"). The District encompasses approximately 271.64 acres of land, more or less, located partly within the City and partly within the boundaries of the County. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State's ethics laws.

**What infrastructure improvements does the District provide  
and how are the improvements paid for?**

The District is comprised of approximately 271.64 acres of land located partially within the City and partially within the County. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to, roadways, stormwater management system facilities, off-site improvements; water and wastewater facilities, recreational facilities, entry feature, landscaping, hardscaping and irrigation, and street lighting. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted a *Engineer’s Report for Capital Improvements Second Amended and Restated*, dated March 2020, as supplemented by that *First Supplement to Second Amended and Restated Engineer’s Report for Capital Improvements*, dated March 2020, as supplemented from time to time (collectively, the “Engineer’s Report”), which details all of the improvements contemplated for the completion of the infrastructure of the District (the “Capital Improvement Plan”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On September 25, 2018, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$22,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On December 14, 2020, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District associated with the development of Phase 1 and Phase 2 (the “Series 2020 Project”) of the District. On that date, the District issued its North Powerline Road Community Development District Special Assessment Bonds, Series 2020 (Series 2020 Project), in the principal amount of \$12,685,000 (the “Series 2020 Bonds”). The Series 2020 Project is more specifically set forth in the *Second Supplemental to Second Amended and Restated Engineer’s Report for Capital Improvements*, dated September 2020 (the “Series 2020 Supplemental Engineer’s Report”). Proceeds of the Series 2020 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2020 Project.

**Stormwater Management Facilities**

Stormwater management facilities consist of storm conveyance systems and retention ponds contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The stormwater systems will utilize wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the City, the County and the SWFWMD. There are no known surface waters, but there are natural wetlands on or immediately adjacent to the District.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0240G (dated 12/22/2016) demonstrates that the property is located within Flood Zone X and the remainder in Flood Zone A. Based on this information and the site topography, floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

### **Public Roadways**

The proposed public roadway sections are to be 40' and 50' R/W with 24' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the District. The water service provider will be the City of Davenport Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the public rights-of-way, under the paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. No funds provided by the District will be used to provide lines on privately held lands. A lift station is anticipated for development within the District. Flow from the lift station shall be connected to a proposed sewer manhole southwest of the site.

Reclaimed water is not available for this site. An irrigation well will be funded by the District and will be installed onsite to provide irrigation within the public right-of-way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the Capital Improvement Plan are anticipated for completion in 2023. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County, as applicable.

### **Amenities and Parks**

The District will provide funding for the recreational facilities including parks and an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center. All amenities and parks provided by the District will be accessible and available for use by the general public.

### **Electric and Lighting**

The electric distribution system through the District is currently planned to be underground. The District presently intends to fund and construct the undergrounding of the electric conduit for the required electrical system. The electrical system, including conduit, transformer/cabinet pads, and electric manholes not funded by the District will be owned and maintained by Duke, with Duke providing underground electric services to the District. The purchase and installation of street lighting along internal roadways within the District will not be funded by the District. These lights will be owned, operated and maintained by Duke after dedication, with the District funding maintenance services.

### **Entry Feature**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the District will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the development within the District will be constructed or acquired and operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the District. It should be noted that the District is only funding the capital landscaping costs. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the District.

### **Assessments, Fees and Charges**

A portion of the master infrastructure improvements of the Series 2020 Project, identified in the District's Capital Improvement Plan, will be financed by the District from the proceeds of the sale of its Series 2020 Bonds. The amortization schedules for the Series 2020 Bonds are available in

the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Master Assessment Methodology*, dated February 5, 2020, as supplemented by that *Supplemental Assessment Methodology*, dated December 2, 2020 (together, the "Assessment Report"), are available for review in the District's public records.

The Series 2020 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2020 Project (the "Series 2020 Special Assessments"). The Series 2020 Special Assessments will be levied initially on the approximately 195.95 acres of land, more or less, consisting of Phase 1 and Phase 2 located within the District, which Series 2020 Assessment Area is planned for 295 single-family homes in Phase 1 and 272 single-family homes in Phase 2. The Series 2020 Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2020 Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Series 2020 Project to those lands within the District benefiting from the Series 2020 Project.

The Series 2020 Special Assessments described above exclude any operations and maintenance assessments ("O&M Assessments"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

### **Method of Collection**

The District's Series 2020 Special Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the North Powerline Road Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, North Powerline Road Community Development District, 219 E. Livingston St., Orlando, Florida 32801 or call (407) 841-5524.



The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

*[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been approved and executed as of the 24<sup>th</sup> day of February, 2021, and recorded in the Official Records of Polk County, Florida.

**NORTH POWERLINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Warren K. (Rennie) Heath, II  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Warren K. (Rennie) Heath, II, as Chairperson of the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## EXHIBIT A

### PARCEL 1 (272634-000000-022030)

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE SOUTH 933.34 FEET OF THE EAST 933.34 FEET THEREOF.

### PARCEL 2 (272634-000000-022020)

THE SOUTH 933.34 FEET OF THE EAST 933.34 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

### PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

### PARCEL 4 (272703-713500-010031)

#### PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, ALONG RIGHT OF WAY, 125.0 FT.; RUN THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, 625.95 FT., TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

#### PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECTION 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, ALONG SAID RIGHT OF WAY LINE, 125.0 FT., TO THE POINT OF BEGINNING; RUN THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, 625.95 FT., TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

### PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

### PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

### PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 8 (272703-713500-010282)

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 9 (272703-713500-010220)

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 10 (272703-713500-010231)

LOT 23, LESS THE SOUTH 100 FEET OF THE WEST 84.74 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 OF LOT 26 AND ALL OF LOT 25, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

LOT 17, 18 AND THE NORTH 3/4 OF LOT 19, LESS THE NORTH 15 FEET OF SAID LOTS; LOT 32 AND THE WEST ONE HALF OF LOT 31, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHWEST 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 12 (272634-000000-024120)

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE WEST 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14° WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY; THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW ¼ OF SE ¼ OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14° 18' 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

PARCEL 13: (272702-713000-040170)

THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY; ALSO DESCRIBED AS LOTS 17 AND 18 IN THE SW 1/4 OF SECTION 2, FLORIDA DEVELOPMENT COMPANY SUB (PLAT BOOK 3, PAGE 60-63), LESS EXISTING ROAD RIGHT-OF-WAY.

PARCEL 14: (272702-713000-040310)

TRACTS 31 AND 32 IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 15: (272703-713500-020070)

TRACTS G AND H IN THE SE 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 16: (272710-730000-010901 AND 272710-730000-011202)

PARCEL 1:

TRACTS "L" AND "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

LESS AND EXCEPT THE FOLLOWING FIVE DESCRIBED LANDS:

- (1) BEGINNING AT A POINT 411.63 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST; THENCE WEST 61.25 FEET, THENCE SOUTH 190.82 FEET, THENCE EAST 61.15 FEET, THENCE NORTH 190.81 FEET TO THE POINT OF BEGINNING; ABOVE DESCRIBED PARCEL BEING A PART OF LOT "M" OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION.
- (2) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 ET SEQ., 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M" AND RUN THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE WEST TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ALONG THE WEST LINE OF SAID LOT "M" TO THE SOUTH LINE OF LOT "M", THENCE EAST TO THE POINT OF BEGINNING.
- (3) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M", THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE EAST 75 FEET, THENCE SOUTH 125 FEET, THENCE WEST 78.5 FEET TO THE POINT OF BEGINNING.
- (4) BEGINNING AT A POINT IN THE WEST LINE OF LOT "M" IN THE NORTHEAST 1/4

OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M", RUN THENCE EAST 150 FEET, THENCE NORTH 50 FEET, THENCE WEST 150 FEET TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ON THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.

- (5) BEGIN AT A POINT IN THE WEST LINE OF LOT "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M" FOR A POINT OF BEGINNING, RUN THENCE EAST 150 FEET, THENCE SOUTH 100 FEET, MORE OR LESS, TO A POINT 125 FEET NORTH OF THE SOUTH BOUNDARY LINE OF SAID LOT "M", THENCE WEST 150 FEET TO THE WEST BOUNDARY LINE OF SAID LOT "M", THENCE NORTH THE

WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.

Parcel 2:

THAT PORTION OF TRACTS I AND K IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10 AND RUN SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST, 15.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HORSE SHOE CREEK ROAD, ALSO KNOWN AS PALMETTO STREET; THENCE NORTH 89 DEGREES 47 MINUTES 39 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 15.00 FEET TO THE WEST RIGHT OF WAY LINE OF AN UNOPENED PLATTED RIGHT OF WAY, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 647.46 FEET TO THE SOUTH BOUNDARY OF SAID TRACT K; THENCE NORTH 89 DEGREES 49 MINUTES 06 SECONDS WEST ALONG SAID SOUTH BOUNDARY OF TRACT K, 625.98 FEET TO THE EAST RIGHT OF WAY LINE OF EAST BOULEVARD; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID EAST RIGHT OF LINE, 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF HARTTS SUBDIVISION, FIRST ADDITION, RECORDED IN PLAT BOOK 90, PAGE 15, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 6, 145.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 6, AND THE EAST BOUNDARY OF LOT 1 OF HARTTS SUBDIVISION, RECORDED IN PLAT BOOK 89, PAGE 33, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 132.50 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST, 155.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST PARALLEL WITH THE EAST BOUNDARY OF SAID HARTTS SUBDIVISION, 500.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A PLATTED RIGHT OF WAY LINE LYING 15.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 333.04 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF SAID TRACT IOF SAID FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.

PARCEL 17: (272710-730000-012000)

LOT 21 AND THE EAST 264 FEET OF LOT 20 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 226.0 FEET OF THE EAST 175.4 FEET OF SAID LOT 21.

AND

TRACT 28 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS AND EXCEPT THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY CONVEYED TO POLK COUNTY IN O.R. BOOK 1234, PAGE 482, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 18: (272710-730000-012200)

LOTS 22 AND 23 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT

A PORTION OF TRACT 22 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 22; THENCE NORTH 89°43'39" EAST ALONG THE NORTH LINE OF SAID TRACT 22, A DISTANCE OF 223.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°16'21" EAST, 120.00 FEET; THENCE NORTH 89°43'39" EAST, 110.00 FEET; THENCE NORTH 00°16'21" WEST, 120.00 FEET TO SAID NORTH LINE OF TRACT 22; THENCE SOUTH 89°43'39" WEST ALONG SAID NORTH LINE OF TRACT 22, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

PARCEL 19: (272710-730000-020500, 272710-733500-006011)

TRACTS 5 AND 6 IN SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 25 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 45 FEET OF BLOCK 6, AND THE WEST 45 FEET OF SYLVAN WAY, DRUID HILLS UNIT NUMBER ONE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E  $\frac{3}{4}$  OF TRACT 26 AND W  $\frac{1}{4}$  OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

NOTE: SUBJECT TO AN EASEMENT TO FLORIDA POWER CO. FOR POWER LINE AS OF RECORD AND/OR IN USE.

CONTAINING 271.46 ACRES MORE OR LESS.



## SECTION XI

## **RESOLUTION 2021-10**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT EXPRESSING FINDINGS AND APPROVING EMERGENCY ACTIONS, TAKEN BY THE DISTRICT ENGINEER, DISTRICT MANAGER AND, DISTRICT CHAIRMAN IN SEEKING PUBLIC PROCUREMENT OF CONSTRUCTION SERVICES, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the North Powerline Road Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Davenport, Florida and Polk County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain infrastructure improvements, including but not limited to road right-of-way improvements and related bridge or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through or over any public right-of-way, highway, grade, fill or cut (collectively, the "Bridge"); and

**WHEREAS**, the Board of Supervisors (the "Board") of the District has previously determined to undertake the planning, installing, financing, constructing, operating and maintaining various infrastructure improvements, including development phases known as Phase 1 and 2 as identified in that *Engineer's Report for Capital Improvements Second Amended and Restated*, dated March 2020, as supplemented by that *First Supplement to Second Amended and Restated Engineer's Report for Capital Improvement*, dated March 2020, as further supplemented by that *Second Supplement to Second Amended and Restated Engineer's Report for Capital Improvements*, dated September 2020, otherwise known as "Bella Vita" (the "Development") and began the construction of same; and

**WHEREAS**, during the construction of the Development, there was a necessary change in design requiring the construction of a "Bridge" over a protected area; and

**WHEREAS**, the District Engineer, in consultation with the Chairman of the Board and Manager of the District, determined that it was in the best interest of the District and its landowners to immediately commence the competitive solicitation process and evaluation criteria ("RFP") and for the design, construction or installation of the Bridge, (the "Emergency Action"); and

**WHEREAS**, the Board desires to ratify the Emergency Action taken by the District Engineer, District Manager, and District Chairman necessary to enable timely construction of the Bridge and protect the public health, safety, and welfare; and

**WHEREAS**, the Board finds the RFP issued is consistent with the provisions of law and the District's Rules of Procedure; and

**WHEREAS**, the Board met on February 24, 2021, during a regularly noticed meeting of the Board, scheduled immediately after the Emergency Action, to confirm and ratify the Emergency Actions; taken and

**WHEREAS**, the Board finds that a public meeting with public comment on February 24, 2021 was additionally procedurally fair; and

**WHEREAS**, the Board finds that the Emergency Action was solely limited to those actions necessary to protect the public health, safety, and welfare and to facilitate procurement of contractual services under the provisions of Chapter 287, *Florida Statutes*, and the District's Rules of Procedure.

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

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** Consistent with the recitals stated above, the Board hereby finds that it was necessary and appropriate for the public health, safety, and welfare and in the best interest of the District for the Emergency Action.

**SECTION 3.** The Board hereby finds it is in the best interest of the District to construct or install the Bridge and hereby approves the Emergency Action and ratifies all other actions related to the issuance of the RFP.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall immediately become effective upon its passage.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of February 2021.

ATTEST:

**NORTH POWERLINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION XII

**RESOLUTION 2021-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF TREASURER AND ASSISTANT TREASURER OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, North Powerline Road Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Davenport, Florida and Polk County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to provide for the removal and appointment of a Treasurer and Assistant Treasurer.

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

Section 1. George Flint is appointed Treasurer effective immediately. Effective immediately, the existing Treasurer, Ariel Lovera, is removed.

Section 2. Katie Costa is appointed Assistant Treasurer effective immediately. Effective immediately, the existing Assistant Treasurer, Jill Burns, is removed.

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

**PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF FEBRUARY 2021.**

**ATTEST:**

**NORTH POWERLINE ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
**CHAIR**

## SECTION XIII

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

**TO:** District Managers

**FROM:** Hopping Green & Sams

**DATE:** December 2020

**RE:** Section 448.095, *Florida Statutes* / E-Verify Requirements

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As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

### E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.



Company ID Number: 1634443

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the North Powerline Road Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

**Company ID Number:** 1634443

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

**Company ID Number:** 1634443

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1634443

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1634443

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 1634443

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

**Company ID Number:** 1634443

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

**Company ID Number:** 1634443

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



**Company ID Number:** 1634443

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

**Company ID Number:** 1634443

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1634443

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1634443

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number: 1634443

**Approved by:**

<b>Employer</b> North Powerline Road Community Development District	
Name (Please Type or Print) Darren De Santis	Title
Signature Electronically Signed	Date 01/27/2021
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/27/2021

Company ID Number: 1634443

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	North Powerline Road Community Development District
Company Facility Address	219 E. Livingston St Orlando, FL 32801
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	301104153
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1634443

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA	1 site(s)
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**Company ID Number:** 1634443

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Kelly Adams  
Phone Number (865) 717 - 7700  
Fax Number  
Email Address kadams@gmstnn.com

Name Darren A De Santis  
Phone Number (954) 721 - 8681 ext. 208  
Fax Number  
Email Address ddesantis@gmssf.com



Company ID Number: 1634443

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## SECTION XIV

# Hopping Green & Sams

Attorneys and Counselors

January 28, 2021

North Powerline Road Community Development District  
c/o District Manager  
Governmental Management Services-Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

Re: North Powerline Road Community Development District

Dear District Manager:

The fee agreement in place between our firm and the District contemplates annual adjustments to the hourly billing after an annual evaluation by our firm. The firm is respectfully submitting this notification of increase in our standard hourly rates. The District will still benefit from a reduction in hourly rates as an existing client of the firm. My hourly rate will be \$365. The hourly rate of the associate most likely to provide services to the District will range from \$265 to \$285. The rate for paralegal services will be \$160. The updated hourly rates will become effective with the February billing statement, covering January 2021 time.

As always, we will continue to implement cost-effective strategies to minimize legal expenses for the District while at the same time providing thoughtful and comprehensive services.

If you have any questions, please feel free to call. We thank you for the opportunity to be of service.

Sincerely,



Roy Van Wyk

RVW/lk

cc: Rennie Heath, Chairman

Accepted:

\_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

## SECTION XV



**Marsha M. Faux, CFA, ASA**  
**Polk County Property Appraiser**  
**2021 Data Sharing and Usage Agreement**

**NORTH POWERLINE ROAD CDD**

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the **NORTH POWERLINE ROAD CDD**, hereinafter referred to as **agency**, can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.


The confidentiality of personal identifying and location information including: names, physical/mailling/street addresses, parcel ID, legal property description, subdivision/neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as **confidential information**, will be protected as follows:

1. The **agency** will not release **confidential information** that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential information** in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential information** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential information** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.

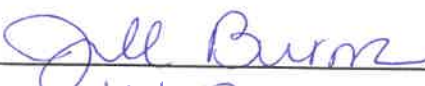
The term of this Agreement shall commence on **January 1, 2021** and shall run until **December 31, 2021**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

**POLK COUNTY PROPERTY APPRAISER**

Signature:   
Print: Marsha M. Faux CFA, ASA  
Title: Polk County Property Appraiser  
Date: December 1, 2020

**NORTH POWERLINE ROAD CDD**

Signature:   
Print: Jill Burns  
Title: District Manager  
Date: 12/3/2020

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

## SECTION XVI

# CONTRACT AGREEMENT

This Agreement made and entered into on Monday, December 07, 2020 by and between the North Powerline Road Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2021 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the North Powerline Road Community Development District.
3. The term of this Agreement shall commence on January 1, 2021 or the date signed below, whichever is later, and shall run until December 31, 2021, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2021 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 16, 2021**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Wednesday, September 15, 2021**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2021 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2021 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Wednesday, September 15, 2021** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

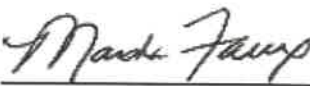
EXECUTED By:

  
Special District Representative

Jill Burn  
Print name

District manager 12-7-2020  
Title Date

Marsha M. Faux, CFA, ASA  
Polk County Property Appraiser  
By:



Marsha M. Faux, Property Appraiser

## SECTION XVII



## SECTION C

# SECTION 1

# North Powerline Road

## Community Development District

### Summary of Checks

November 18, 2020 to February 17, 2021

Bank	Date	Check No.'s		Amount
General Fund	11/18/20	117	\$	175.00
	11/30/20	118-121	\$	17,442.76
	12/10/20	122-123	\$	4,204.27
	1/7/21	124-127	\$	3,312.78
	1/22/21	128	\$	5,259.13
			\$	<b>30,393.94</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/18/20	00003	10/01/20 83605	202010 310-51300-54000	SPECIAL DISTRICT FEE FY21	*	175.00	
				DEPT OF ECONOMIC OPPORTUNITY			175.00 000117
11/30/20	00014	9/30/20 020374-A	202009 310-51300-49100	BOUNDARY AMEND-SEP20	*	235.00	
		10/30/20 020408	202010 310-51300-31100	ENGINEER SVCS OCT 20	*	855.00	
				ABSOLUTE ENIGNEERING INC			1,090.00 000118
11/30/20	00006	10/01/20 28	202010 310-51300-34000	MANAGEMENT FEES OCT 20	*	2,916.67	
		10/01/20 28	202010 310-51300-35200	TECHNOLOGY FEES OCT 20	*	75.00	
		10/01/20 28	202010 310-51300-51000	OFFICE SUPPLIES	*	2.57	
		10/01/20 28	202010 310-51300-42000	POSTAGE	*	21.08	
		10/01/20 28	202010 310-51300-42500	COPIES	*	1.80	
		10/01/20 28	202010 310-51300-41000	TELEPHONE	*	20.40	
		11/01/20 29	202011 310-51300-34000	MANAGEMENT FEES NOV/2020	*	2,916.67	
		11/01/20 29	202011 310-51300-35200	INFORMATION TECH NOV/2020	*	75.00	
		11/01/20 29	202011 310-51300-51000	OFFICE SUPPLIES	*	2.74	
		11/01/20 29	202011 310-51300-42000	POSTAGE	*	4.00	
		11/01/20 29	202011 310-51300-42500	COPIES	*	1.50	
				GOVERNMENTAL MANAGEMENT SERVICES			6,037.43 000119
11/30/20	00007	9/29/20 117339	202008 310-51300-31500	MONTHLY GENERAL COUNSEL	*	897.50	
		9/29/20 117342	202008 310-51300-49100	BOUNDARY AMEND SVCS-AUG20	*	1,768.50	
		10/27/20 118035	202009 310-51300-31500	MTHLY GEN COUNSEL SEPT 20	*	1,478.29	
		10/27/20 118038	202009 310-51300-49100	BOUNDARY AMEND-SEP20	*	4,627.52	
				HOPPING GREEN & SAMS			8,771.81 000120
11/30/20	00012	10/31/20 1042293	202010 310-51300-48000	NOT LANDOWNE MEET10/13/20	*	509.84	

NPRC NORTH POWER LI IARAUJO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		10/31/20	1042293 202010 310-51300-48000		*	509.84	
			NOT LANDOWNE MEET10/20/20				
		10/31/20	1042293 202010 310-51300-48000		*	523.84	
			NOT OF SUPER 10/21/20				
				THE LEDGER/ NEWS CHIEF			1,543.52 000121
12/10/20	00006	12/01/20	31 202012 310-51300-34000		*	2,916.67	
			MANAGEMENT FEE DEC/2020				
		12/01/20	31 202012 310-51300-35200		*	75.00	
			INFORMATION TECH DEC/2020				
		12/01/20	31 202012 310-51300-51000		*	2.56	
			OFFICE SUPPLIES				
		12/01/20	31 202012 310-51300-42000		*	1.00	
			POSTAGE				
		12/01/20	31 202012 310-51300-42500		*	4.50	
			COPIES				
				GOVERNMENTAL MANAGEMENT SERVICES			2,999.73 000122
12/10/20	00007	11/30/20	118780 202010 310-51300-31500		*	1,204.54	
			PREPARE/CONFER/ATTEND				
				HOPPING GREEN & SAMS			1,204.54 000123
1/07/21	00007	12/17/20	119132 202011 310-51300-31500		*	2,712.78	
			CONFER/ATTEND/REVIEW				
				HOPPING GREEN & SAMS			2,712.78 000124
1/07/21	00008	12/10/20	KC121020 202012 310-51300-11000		*	200.00	
			SUPERVISOR FEE 12/10/20				
				KEVIN CHINOY			200.00 000125
1/07/21	00009	12/10/20	LS121020 202012 310-51300-11000		*	200.00	
			SUPERVISOR FEE 12/10/20				
				LAUREN SCHWENK			200.00 000126
1/07/21	00011	12/10/20	RH121020 202012 310-51300-11000		*	200.00	
			SUPERVISOR FEE 12/10/20				
				RENNIE HEATH			200.00 000127
1/22/21	00012	11/30/20	1043029 202011 310-51300-48000		*	435.17	
			NOT BOS MTG 11/18/20				
		11/30/20	1043029 202011 310-51300-48000		*	4,388.80	
			BOUNDARY AMENDMENT				
		12/31/20	1043679 202012 310-51300-48000		*	435.16	
			NOT BOS MTG 12/3/20				
				THE LEDGER/ NEWS CHIEF			5,259.13 000128
				TOTAL FOR BANK A		30,393.94	
				NPRC NORTH POWER LI IARAUJO			

## SECTION 2

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

***Unaudited Financial Reporting***  
***January 31, 2021***



# Table of Contents

1	<hr/> Balance Sheet
2	<hr/> General Fund
3	<hr/> Series 2020 Debt Service Fund
4	<hr/> Series 2020 Capital Projects Fund
5	<hr/> Month to Month
6	<hr/> Long Term Debt Summary



# North Powerline Road

## Community Development District

### Combined Balance Sheet

January 31, 2021

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>				
<u>Cash</u>				
Operating Account	\$ 3,961	\$ -	\$ -	\$ 3,961
<u>Investments</u>				
Series 2020				
Reserve	\$ -	\$ 713,800	\$ -	\$ 713,800
Revenue	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ 177,280	\$ -	\$ 177,280
Sinking Fund	\$ -	\$ -	\$ -	\$ -
Construction-PH1	\$ -	\$ -	\$ 46,244	\$ 46,244
Construction-PH2	\$ -	\$ -	\$ 5,209,635	\$ 5,209,635
<b>Total Assets</b>	<b>\$ 3,961</b>	<b>\$ 891,080</b>	<b>\$ 5,255,879</b>	<b>\$ 6,150,920</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 14,675	\$ -	\$ -	\$ 14,675
Retainage Payable	\$ -	\$ -	\$ 254,477	\$ 254,477
<b>Total Liabilities</b>	<b>\$ 14,675</b>	<b>\$ -</b>	<b>\$ 254,477</b>	<b>\$ 269,152</b>
<b>Fund Balances:</b>				
Unassigned	\$ (10,714)	\$ -	\$ -	\$ (10,714)
Reserved For Debt Service	\$ -	\$ 891,080	\$ -	\$ 891,080
Reserved For Capital Projects	\$ -	\$ -	\$ 5,001,402	\$ 5,001,402
<b>Total Fund Balances</b>	<b>\$ (10,714)</b>	<b>\$ 891,080</b>	<b>\$ 5,001,402</b>	<b>\$ 5,881,768</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 3,961</b>	<b>\$ 891,080</b>	<b>\$ 5,255,879</b>	<b>\$ 6,150,920</b>

# North Powerline Road

## Community Development District

### General Fund

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

For The Period Ending January 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/21	Thru 01/31/21	Variance
<b>Revenues</b>				
Developer Contributions	\$ 202,365	\$ 25,381	\$ 25,381	\$ -
Interest	\$ -	\$ 1	\$ 1	\$ -
<b>Total Revenues</b>	<b>\$ 202,365</b>	<b>\$ 25,382</b>	<b>\$ 25,382</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 1,400	\$ 2,600
Engineering	\$ 20,000	\$ 6,667	\$ 855	\$ 5,812
Attorney	\$ 25,000	\$ 8,333	\$ 8,895	\$ (562)
Annual Audit	\$ 3,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 650	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,550	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 11,667	\$ 11,667	\$ (0)
Information Technology	\$ 2,100	\$ 700	\$ 300	\$ 400
Telephone	\$ 250	\$ 83	\$ 20	\$ 63
Postage & Delivery	\$ 850	\$ 283	\$ 28	\$ 255
Insurance	\$ 5,638	\$ 5,638	\$ 5,381	\$ 257
Printing & Binding	\$ 1,000	\$ 333	\$ 19	\$ 315
Legal Advertising	\$ 10,000	\$ 3,333	\$ 6,803	\$ (3,469)
Other Current Charges	\$ 1,000	\$ 333	\$ 506	\$ (172)
Boundary Amendment Expenses	\$ -	\$ -	\$ 6,690	\$ (6,690)
Office Supplies	\$ 500	\$ 167	\$ 10	\$ 156
Travel Per Diem	\$ 550	\$ 183	\$ -	\$ 183
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 131,263</b>	<b>\$ 41,896</b>	<b>\$ 42,749</b>	<b>\$ (852)</b>
<b><u>Operations &amp; Maintenance</u></b>				
<b><u>Field Services</u></b>				
Property Insurance	\$ 5,000	\$ -	\$ -	\$ -
Field Management	\$ 11,250	\$ 1,250	\$ -	\$ 1,250
Landscape Maintenance	\$ 20,970	\$ 2,330	\$ -	\$ 2,330
Landscape Replacement	\$ 3,750	\$ 417	\$ -	\$ 417
Streetlights	\$ 13,860	\$ 1,540	\$ -	\$ 1,540
Electric	\$ 1,980	\$ 220	\$ -	\$ 220
Water & Sewer	\$ 792	\$ 88	\$ -	\$ 88
Sidewalk & Asphalt Maintenance	\$ 375	\$ 42	\$ -	\$ 42
Irrigation Repairs	\$ 3,750	\$ 417	\$ -	\$ 417
General Repairs & Maintenance	\$ 3,750	\$ 417	\$ -	\$ 417
Contingency	\$ 5,625	\$ 625	\$ -	\$ 625
<b>Total Operations &amp; Maintenance</b>	<b>\$ 71,102</b>	<b>\$ 7,345</b>	<b>\$ -</b>	<b>\$ 7,345</b>
<b>Total Expenditures</b>	<b>\$ 202,365</b>	<b>\$ 49,241</b>	<b>\$ 42,749</b>	<b>\$ 6,492</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ (17,367)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 6,653</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (10,714)</b>	

# North Powerline Road

## Community Development District

### Series 2020 Debt Service Fund

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

For The Period Ending January 31, 2021

	Adopted Budget	Prorated Budget Thru 01/31/21	Actual Thru 01/31/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 3	\$ 3
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3</b>	<b>\$ 3</b>
<b>Expenditures:</b>				
<b>Series 2020</b>				
Interest Payment - 11/01	\$ -	\$ -	\$ -	\$ -
Principal Payment - 05/01	\$ -	\$ -	\$ -	\$ -
Interest Payment - 05/01	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Financing Sources/(Uses)</b>				
Bond Proceeds	\$ -	\$ -	\$ 891,079	\$ 891,079
Transfer Out	\$ -	\$ -	\$ (2)	\$ 2
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 891,077</b>	<b>\$ 891,082</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 891,080</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 891,080</b>	

**North Powerline Road**  
**Community Development District**  
**Series 2020 Capital Projects Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/21	Thru 01/31/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 23	\$ 23
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23</b>	<b>\$ 23</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Capital Outlay - Phase 1	\$ -	\$ -	\$ 3,629,933	\$ (3,629,933)
Capital Outlay - Phase 2	\$ -	\$ -	\$ 376,215	\$ (376,215)
Capital Outlay - Cost Of Issuance	\$ -	\$ -	\$ 456,925	\$ (456,925)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,463,073</b>	<b>\$ (4,463,073)</b>
<b>Other Financing Sources/(Uses)</b>				
Bond Proceeds	\$ -	\$ -	\$ 11,892,795	\$ 11,892,795
Transfer In/Out	\$ -	\$ -	\$ 2	\$ 2
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,892,797</b>	<b>\$ 11,892,797</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 7,429,748</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (2,428,346)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 5,001,402</b>	

# North Powerline Road

## Community Development District

### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Developer Contributions	\$ 25,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,381
Boundary Amendment Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interest	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1
<b>Total Revenues</b>	<b>\$ 25,381</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>25,382</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 800	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,400
Engineering	\$ 855	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	855
Attorney	\$ 1,205	\$ 2,713	\$ 4,978	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,895
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,667
Information Technology	\$ 75	\$ 75	\$ 75	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	300
Telephone	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20
Postage & Delivery	\$ 21	\$ 4	\$ 1	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28
Insurance	\$ 5,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,381
Printing & Binding	\$ 2	\$ 2	\$ 5	\$ 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19
Legal Advertising	\$ 1,544	\$ 4,824	\$ 435	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,803
Other Current Charges	\$ -	\$ 265	\$ 120	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	506
Boundary Amendment Expenses	\$ -	\$ -	\$ -	\$ 6,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,690
Office Supplies	\$ 3	\$ 3	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative:</b>	<b>\$ 12,997</b>	<b>\$ 10,802</b>	<b>\$ 9,133</b>	<b>\$ 9,818</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>42,749</b>
<b>Operations &amp; Maintenance</b>													
<b>Field Services</b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Operations &amp; Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ 12,997</b>	<b>\$ 10,802</b>	<b>\$ 9,133</b>	<b>\$ 9,818</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>42,749</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 12,385</b>	<b>\$ (10,802)</b>	<b>\$ (9,132)</b>	<b>\$ (9,818)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(17,367)</b>

# North Powerline Road

## Community Development District

### LONG TERM DEBT REPORT

SERIES 2013A-1, SPECIAL ASSESSMENT REFUNDING BONDS		
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$713,800	
RESERVE FUND BALANCE	\$713,800	
BONDS OUTSTANDING - 12/14/20		\$12,685,000
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$12,685,000</b>

## SECTION 3

**THE KEARNEY COMPANIES, LLC.**

9625 Wes Kearney Way, Riverview FL 33578

Office (813) 421-6601

Fax (813) 421-6701

*Underground Utilities**Site Development***PROJECT: NORTH POWERLINE ROAD  
CHANGE ORDER NO. 8  
THE KEARNEY COMPANIES PROJECT NO. 0074-01**Date: 31-Dec-20

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
133311	ATLANTIC TNG 12/16/2020	\$ 410.00		
		\$ 410.00	\$ 20.50	\$ 430.50
1858568	FERGUSON 12/4/2020	\$ 229.20		
1859831	FERGUSON 11/18/2020	\$ 438.97		
1860658	FERGUSON 12/7/2020	\$ 4,625.00		
1860738	FERGUSON 12/7/2020	\$ 370.00		
1862778	FERGUSON 12/4/2020	\$ 197.00		
1862810	FERGUSON 12/4/2020	\$ 630.00		
1862944	FERGUSON 11/30/2020	\$ 340.00		
1863195	FERGUSON 12/4/2020	\$ 9,676.76		
1863302	FERGUSON 12/1/2020	\$ 1,853.08		
1863302-1	FERGUSON 12/1/2020	\$ 1,370.18		
1863631	FERGUSON 12/2/2020	\$ 255.04		
1864252	FERGUSON 12/8/2020	\$ 2,902.95		
1865654	FERGUSON 12/16/2020	\$ 1,235.72		
		\$ 24,123.90	\$ 1,206.20	\$ 25,330.10
20109	FLORIDA SOIL CEMENT 12/10/2020	\$ 2,124.76		
20111	FLORIDA SOIL CEMENT 12/10/2020	\$ 6,465.24		
20112	FLORIDA SOIL CEMENT 12/10/2020	\$ 2,277.00		
20113	FLORIDA SOIL CEMENT 12/10/2020	\$ 34,034.00		
		\$ 44,901.00	\$ 2,245.05	\$ 47,146.05
<b>TOTAL</b>				\$ (72,906.65)

The Kearney Companies LLC hereby requests an extension of 0 day(s) to the original contract deadline for this work.

**REASON FOR CHANGE: DIRECT PURCHASE OF MATERIALS BY CDD****ACCEPTABLE TO:**  
The Kearney Companies, LLC.DATE: 31-Dec-20  
EngineerDATE: 1-4-21  
OwnerDATE: 1-11-21



**THE KEARNEY COMPANIES, LLC.**

9625 Wes Kearney Way, Riverview FL 33578

Office (813) 421-6601

Fax (813) 421-6701

*Underground Utilities**Site Development***PROJECT: NORTH POWERLINE ROAD  
CHANGE ORDER NO. 11  
THE KEARNEY COMPANIES PROJECT NO. 0074-01**

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

Date: 31-Jan-21

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
133586	ATLANTIC TNG 1/6/2021	\$ 1,423.00		
		\$ 1,423.00	\$ 71.15	\$ 1,494.15
CM109492-1	FERGUSON 11/27/2020	\$ (2,376.00)		
CM109492-2	FERGUSON 11/27/2020	\$ (1,700.00)		
CM110151	FERGUSON 1/27/2021	\$ (951.40)		
1848616-2	FERGUSON 1/12/2021	\$ 1,283.00		
1848616-3	FERGUSON 1/19/2021	\$ 80.00		
1848839-3	FERGUSON 1/12/2021	\$ 744.00		
1848839-4	FERGUSON 1/19/2021	\$ 240.00		
1849025-2	FERGUSON 1/12/2021	\$ 2,760.00		
1849025-3	FERGUSON 1/19/2021	\$ 600.00		
1849061-1	FERGUSON 12/29/2020	\$ 81,880.00		
1851950	FERGUSON 12/30/2020	\$ 7,120.00		
1851950-1	FERGUSON 1/19/2021	\$ 12,905.00		
1860509	FERGUSON 1/13/2021	\$ 2,670.00		
1863631-1	FERGUSON 1/12/2021	\$ 655.01		
1864078	FERGUSON 12/03/2020	\$ 594.96		
1868946	FERGUSON 1/05/2021	\$ 3,991.00		
1868946-1	FERGUSON 1/05/2021	\$ 5,146.82		
		\$ 115,642.39	\$ 5,782.12	\$ 121,424.51
21000	FLORIDA SOIL CEMENT CO. 1/20/2021	\$ 572.00		
		\$ 572.00	\$ 28.60	\$ 600.60
<b>TOTAL</b>				\$ (123,519.26)

The Kearney Companies LLC hereby requests an extension of 0 day(s) to the original contract deadline for this work.

**REASON FOR CHANGE:** DIRECT PURCHASE OF MATERIALS BY CDD

**ACCEPTABLE TO:**

  
The Kearney Companies, LLC.

Engineer

Owner

DATE: 31-Jan-21

DATE: 2-1-21

DATE: 2-1-21

## SECTION 4

## SECTION (a)

Requisition	Payee/Vendor	Amount
1	Cassidy Holdings Group, Inc.	\$ 64,165.90
2	Highland Sumner, LLC	\$ 557,254.93
3	JMBI Real Estate, LLC	\$ 3,237,490.24
4	Raysor Transportation Consulting	\$ 4,500.00
5	The Kearney Companies, LLC	\$ 260,231.80
6	Absolute Engineering, Inc.	\$ 56,674.29
7	JMBI Real Estate, LLC	\$ 3,720.00
8	Absolute Engineering, Inc.	\$ 86,095.07
9	Gateway Rolloff Services	\$ 2,084.20
10	Atlantic TNG	\$ 23,402.00
11	Ferguson Waterworks	\$ 200,358.95
12	Florida Soil Cement Co.	\$ 362,304.73
13	Atlantic TNG	\$ 162,841.50
14	Atlantic TNG	\$ 38,842.00
15	Ferguson Waterworks	\$ 267,019.41
16	Atlantic TNG	\$ 960.00
17	Ferguson Waterworks	\$ 57,717.72
18	Florida Soil Cement Co.	\$ 86,149.82
19	Raysor Transportation Consulting	\$ 20,000.00
20	The Kearney Companies, LLC	\$ 82,585.70
21	Atlantic TNG	\$ 410.00
22	Ferguson Waterworks	\$ 24,123.90
23	Florida Soil Cement Co.	\$ 44,901.00
24	JMBI Real Estate, LLC	\$ 3,000.00
26	Absolute Engineering, Inc.	\$ 36,674.43
27	Absolute Engineering, Inc.	\$ 235.00
	TOTAL	\$ 5,683,742.59

SECTION (b)

Requisition	Payee/Vendor	Amount
1	Cassidy Holdings Group, Inc.	\$ 39,565.85
2	JMBI Real Estate, LLC	\$ 59,158.75
3	Horner Environmental Professionals, LLC	\$ 20,323.25
4	Absolute Engineering, Inc.	\$ 13,184.79
5	Absolute Engineering, Inc.	\$ 11,911.66
6	Absolute Engineering, Inc.	\$ 51,392.99
7	Tucker Paving, Inc.	\$ 163,451.76
8	Atlantic TNG	\$ 25,106.00
9	Horner Environmental Professionals, LLC	\$ 501.25
10	Cobb Site Development, Inc.	\$ 86,997.69
11	Absolute Engineering, Inc.	\$ 35,992.06
12	Absolute Engineering, Inc.	\$ 235.00
	TOTAL	\$ 507,821.05