

*North Powerline Road  
Community Development District*

*Meeting Agenda*

*October 20, 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

October 13, 2021

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

Dear Board Members:

A meeting of the Board of Supervisors of **North Powerline Road Community Development District** will be held **Wednesday, October 20, 2021 at 1:30 PM at 346 East Central Ave., Winter Haven, FL 33880.**

**Zoom Video Link:** <https://us06web.zoom.us/j/83053702040>

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

**Meeting ID:** 830 5370 2040

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. Approval of Minutes of the September 22, 2021 Board of Supervisors Meeting
4. Consideration of Proposals for Landscaping Services (Horse Creek)
  - A. Viking Lawn Care and Irrigation, LLC
  - B. Floralawn
  - C. Prince & Sons, Inc.
  - D. Omegascapes
5. Consideration of Proposals for Lake Maintenance Services
  - A. Aquatic Weed Management, Inc.
  - B. Solitude Lake Management
  - C. Aquagenix
6. Consideration of RFP for Bella Vita Phase 3 Construction Services
7. Consideration of RFP for South Phase Construction Services

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



8. Consideration of Audit Engagement Letter for Fiscal Year 2021 Audit Services
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
    - iii. Ratification of Series 2020-1 Funding Requests #16 to #19
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment



# 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, **September 22, 2021** at 10:00 a.m. at 346 East Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Patrick Marone	Assistant Secretary
Kevin Chinoy <i>via Zoom</i>	Assistant Secretary
Andrew Rhinehart	Assistant Secretary

Also present were:

Jill Burns	District Manager/GMS
Roy Van Wyk	KE Law
Heather Wertz <i>via Zoom</i>	District Engineer
Bob Gang <i>via Zoom</i>	Greenberg Traurig

*The following is a summary of the discussions and actions taken at the September 22, 2021 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 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**

**Approval of Minutes of the July 28, 2021  
Board of Supervisors Meeting**

Ms. Burns presented the July 28, 2021 meeting minutes and asked for any comments, corrections, or changes. The Board had no changes.



On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Minutes of the July 28, 2021 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2021-23  
Authorizing Additional Validation** *(to be  
provided under separate cover)*

Mr. Gang reviewed the resolution for the Board. He noted that in July of 2018 the Board adopted the Master Bond Resolution which was 2018-25. The authorized validation was for \$22,000,000 worth of bonds. He noted that they come up against that limit in doing Phases 3 and 4. He noted that now that they are doing Phase 5 and adding a portion of the extension of North Powerline Road, they discussed an additional \$40,000,000 being needed. He stated that would bring the total validated up to \$62,000,000.

Mr. Gang noted that Resolution 2021-23 reviews the history of the annexations the Board did in 2020 and the pending annexation of the Phase 5 property that they authorized in April and modified in July. He stated that they received a revised Engineer's Report which has additional improvements although not the extension of North Powerline Road. A cost chart was not included because it is usually taken from the Engineer's Report and they had only received it the day prior to the meeting. Mr. Gang noted that they are modifying the Master Bond Resolution for the purpose solely of adding another \$40,000,000 of bonding capacity.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-23 Authorizing Additional Validation, was approved.

**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2021-24  
Waiving a Portion of the Rules of  
Procedure Regarding Notice of Meetings**

Mr. Van Wyk noted that in reviewing the statutes and the recent changes they feel that it is appropriate for them to modify their Rules of Procedure to eliminate a requirement for publication immediately prior to each meeting. They feel that the web page and the annual meeting notice is sufficient for notice to the public of the CDD meetings.



On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-24 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-25  
Revising Fiscal Year 2022 Meeting  
Schedule**

Ms. Burns reviewed the proposed Fiscal Year 2022 meeting schedule with monthly meetings being held on the third Wednesday at 1:30 p.m. at 346 E. Central Ave., Winter Haven, FL 33880.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2021-25 Revising Fiscal Year 2022 Meeting Schedule, was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Amended and Restated  
Notice of Special Assessments**

Ms. Burns noted that this was updated to reflect the addition of the boundary amendment parcel that the Board approved at the prior meeting.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Amended and Restated Notice of Special Assessments, was approved.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

**i. Memorandum Regarding Wastewater Services and Stormwater  
Management Needs Analysis**

Mr. Van Wyk reviewed the memo for the Board and what will be required coming June 2022 pertaining to reporting of wastewater and stormwater services.

**B. Engineer**

Ms. Wertz had nothing forward to report to the Board.

**C. District Manager's Report**

**i. Approval of Check Register**



Ms. Burns reviewed the check register. The Board had no questions.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Check Register, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns stated that financials were included for review, adding that there was no action required. She asked if the Board had any questions, and hearing none, the next item followed.

**iii. Ratification of Summary of Series 2020 Phase 2 Requisitions #55 to #63**

Ms. Burns stated that the requisitions had already been approved and just needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Series 2020 Phase 2 Requisitions #55 to #63, were ratified.

**iv. Ratification of Series 2020-1 Funding Requests #6 to #15**

Ms. Burns stated that the requisitions had already been approved and just needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Series 2021-1 Funding Requests #6 to #15, were ratified.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being none, the next item followed.



**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns asked for a motion to adjourn.

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

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Chairman / Vice Chairman



## SECTION IV



# SECTION A





# ESTIMATE

# 1

Date: Jun 28, 2021

Payment Terms: N/A

Due Date: N/A

**Balance Due: \$5,000.00**

**Viking Lawn Care and Irrigation, LLC.**

PO Box 1471, Dundee, Florida, 33838

Info@VikingLawnServices.Com

Www.VikingLawnServices.Com

863-325-6662

Bill To:

**Marshall Tindall**

Assistant Field Manager

Governmental Management Services-CFL

219 E. Livingston St

Orlando Florida 32801

Item	Quantity	Rate	Amount
Horse Creek	1	\$2,200.00	\$2,200.00
Forest Lake	1	\$2,800.00	\$2,800.00

Total: \$5,000.00

Notes:

Services include but are not limited to- a weekly service of mowing, weed eating, edging, and blowing all common areas, retention ponds, and CDD designated areas.

Terms:

All terms and conditions are valid for a 12 month period with an option for renewal every year.



## SECTION B





734 South Combee Road  
Lakeland, FL 33801

863-668-0494 – Phone  
863-668-0495 – Fax

[www.floralawn.com](http://www.floralawn.com)

## North Powerline Road CDD

% Marshall Tindall  
Governmental Management Services  
219 E Livingston St  
Orlando, FL 32801

**July 27, 2021**

*Proposal valid for 60 days*

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

## Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$3,150	\$37,800



# Scope of Services

## Turf Care

### Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

Bahia lake and pond banks will be mowed **24 times per year** consistent with **3 times per month May through October** and **1 time per month or as needed November through April**.

### Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

### Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

## Tree, Shrub, and Groundcover Care

### Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palms will be performed as needed
4. Ground covers and vines can maintain a neat and uniform appearance.

### Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.



# Irrigation

## Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

## Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

## Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$60.00 per hour**. Faults and failures of the irrigation system communicated to Florawawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

# Miscellaneous

## Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

## Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation



# SECTION C





200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

## **Lawn Maintenance Service Contract Agreement**

This Lawn Service Contract (this "Contract") is made effective as of **October 1, 2021**, by and between **Horse Creek** and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, **Horse Creek** hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the **Horse Creek** at the following location **Davenport** under the terms and conditions hereby agreed upon by the parties:

**1. DESCRIPTION OF SERVICES.** Beginning on **August 1, 2021**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

### **A.MOWING OF TURF AREAS:**

Mowing of all turf areas with a total of **41** visit per year. Weed-eating (line trimming) & edging on all hard edges shall be performed during each mowing event. Bed edges will be done once a month, so it does not expand the beds from the original size. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

### **B. BUSHOGGING & POND MOWING:**

All retention ponds shall be maintained at a set price; **19** times annually or by request as needed. Ponds containing drains or obstacles shall be maintained by herbicide and/or weed-eater.

### **C. PRUNING & TRIMMING:**

Palm Tree trimming **\$38.00 Per Palm**. (Billable)

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

### **D. PLANT BED WEED CONTROL:**

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.





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#### **E. HORTICULTURAL:**

**Shrubs-** Shall be fertilized 4 times per year with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients. All fungus emerging on plants shall be treated and controlled as needed during growing season.

**Turf-** St Augustine Grass shall be fertilized and as prescribed by technician 6 times per year. Management of turf damaging insects and pests such as Chinch Bugs using Arena and will be performed in the month of June. All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

#### **F. ANNUALS: SERVICE AVAILABLE UPON REQUEST**

A selection of TBD annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of \$2.00 per 4" pot. (Billable)

#### **G. MULCHING:**

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of \$48.00 per cubic yard. This service is variable and requires management approval. (Billable)

#### **H. IRRIGATION SYSTEM INSPECTIONS:**

Irrigation inspections are to be performed monthly 12 times per year.. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials.

**2. INDEPENDENT CONTRACTOR STATUS.** It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to Horse Creek, and not an employee of Horse Creek will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

**3. INJURIES.** Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from Horse Creek for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

**4. INDEMNIFICATION.** Prince and Sons Inc. agrees to indemnify and hold harmless Horse Creek expenses, fees including attorney fees, costs, and judgments that may be asserted against Horse Creek that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.





200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**5. PERSONNEL DRESS CODE:** Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

**6. ACCOUNT MANAGEMENT:** A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between Horse Creek and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

**7. WARRANTY:** Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

**8. INSURANCE.** Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.

**10. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and





200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Florida.

**12. TERMS:** The term of this agreement shall be for twelve (12) months, commencing on: **October 1, 2021**, and terminating on: **September 30, 2022**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

**13. PAYMENT FOR SERVICES.** During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$1,889.17) One Thousand Eight Hundred Eighty Nine Dollars and Seventeen Cents** per month. As set forth herein on **Exhibit A**. Payments are due the 1<sup>st</sup> day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$22,670.00) Twenty Two Thousand Six Hundred Seventy Dollars and Zero Cents.**





The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.

**CUSTOMER (AUTHORIZED SIGNATURE)**

Date

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Title

Maintenance Base Price	41 cuts per year	\$ 14,760.00
Retention Pond Mowing	19 cuts per year	\$ 4,560.00
Irrigation Inspections	12 Times a year	\$ 2,160.00
Horticulture	6 Turf & 4 Shrubs	\$ 1,190.00
	<b>TOTAL ANNUAL COST</b>	<b>\$ 22,670.00</b>
	<b>TOTAL MONTHLY PAYMENT</b>	<b>\$ 1,889.17</b>



# SECTION D





OMEGASCAPES

# LANDSCAPE MANAGEMENT PROPOSAL

Prepared For:

North Powerline Road CDD  
Davenport, FL



**North Powerline Road CDD**  
Government Management Services  
219 East Livingston Street  
Orlando, FL 32801

Attn: Marshall Tindall  
Assistant Field Manager

**Subject: Landscape Management Proposal**

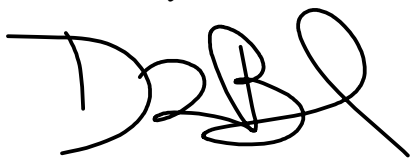
**OmegaScapes, Inc** sincerely appreciates the opportunity to present this proposal for landscape maintenance services at **North Powerline Road CDD**.

OmegaScapes is a premier full-service provider of commercial grounds maintenance services in the Central Florida area. As a respected local industry professional, we have the good fortune of providing our services for some very prestigious customers in a variety of markets. It would be our pleasure to serve you as well.

We truly hope this information affords OmegaScapes your favorable consideration. Please feel free to review the enclosed proposal package and contact me should you have any questions, require additional information, or would like to schedule a meeting to review our submittal in more detail.

Our team of professionals are ready to begin our partnership with you and to exceed your expectations. The entire OmegaScapes team is looking forward to working with you.

Sincerely,



**Dan Bond**  
Business Development Manager

*North Powerline Road CDD*







### **Who are we?**

OmegasCAPES, Inc. is a full service, commercial landscape management company headquartered in Orlando, FL. We currently service all of Central Florida and are working our way into the Daytona, Ocala, and Tampa markets. Our services include landscape maintenance, irrigation services, fertilization and pest control, arbor care, and landscape improvements. Our focus is on properties with extensive landscapes that require a high level of detail and attention. Our promise is proactive landscape management with the highest level of customer service in the industry at the best value.

### **Where did we come from?**

Our entire management team and ownership have all worked for the largest companies in our industry, and we feel that OmegasCAPES has blended the best qualities of a large operation with the benefits of a smaller, family-owned business. It is becoming more and more evident that “bigger” isn’t necessarily better in a landscape maintenance company. What really matters is “are you big enough”. Our sister company, Lake Conway Landscaping, specializes in large scale commercial landscape development which is a nice compliment to OmegasCAPES’ ability to manage those same types of landscapes. With both companies available to you, we have plenty of resources and “muscle” for whatever your needs may be.

### **What makes OmegasCAPES different?**

The biggest difference is simple: ***We do what we promise... and we manage ourselves.***

Seems too simple, right? Well, what we have discovered by listening to prospective clients for the last five years is that this concept is sorely lacking in the industry. To be successful at this puts a lot of responsibility on us, though. It is much easier to over promise to make a sale... and then under deliver while having lots of excuses. I’m sure many of you have experienced this with other contractors. If we deal with the reality of the challenges and create and execute a plan of success based on achievable goals, we now become your partner and not just another contractor. Why? Because we have helped you and your property achieve the curb appeal that everyone said they could provide but didn’t.

### **Why should you choose us?**

The short answer is... because you are tired of the empty promises and failed executions. OmegasCAPES is fully committed to raising the bar in our industry one client at a time, one property at a time. We refuse to under bid a property like many of our competitors do just to close a sale. To properly manage a landscape on any given property takes the man-hours it takes *every single visit*. No company can magically do this consistently for less hours with a smaller crew at a cheaper price. We will dedicate the staff, equipment, and resources to your property to meet the expectations that were agreed upon. We will offer you proactive solutions, and a plan to get it done, and you won’t have to chase us down and beg us to do it. If we discover that budgets are not ideal, we will offer the best plan possible that focuses on the priority areas first so your team, guests, and residents can see the improvements. OmegasCAPES will bring the right vision, the right plan, the right resources, and the right management to be successful.

***We are different. We do what we promise. We make landscaping simplified.***



Omegascares, Inc. has reviewed the community, understands the scope of work outlined, and has visited the site to do a full inspection of current conditions. Our approach to the services as described in the scope of services provided is to have an average staff of four service the property each of the 42 requested cycles. We will perform the regular mowing events on all areas during this time, and then detail of the shrub beds. Our team will be policing the entire property each service as well to inspect all areas.

In addition, we will have an irrigation technician on-site once per month to inspect the system as specified. Incidental repairs will be made during this time, while larger repairs will be estimated, approved, and scheduled to be completed within the timeframe. Fertilization and Pest Control services will be handled with monthly visits and applications to fulfil the specifications of the community. Reports for both services will be provided to the management staff as required.

The overall approach taken by Omegascares is focused on a level of quality that will ensure the landscape is consistently healthy and aesthetic.

### **Exclusions**

Omegascares is excluding “maintenance of hardscape – flatwork, columns, fences, and monuments” except for regular inspections, removal of debris created from our landscape services, and management of crack weeds. All other routine, structural, and chemical maintenance of these to be done by others. Omegascares is also excluding all hardwood tree trimming above 10’

### **Approach to Pruning**

Omegascares uses best management practices for all pruning. For shrubs, we will round edges as specified in scope. For palms, we will trim at 10 and 2 o’clock as specified. Tree trimming will be performed as specified as well. Ornamental grasses will be cut back each year in early spring.

### **Approach to Pest, Weed, and Disease**

Control Turf and shrub applications will be on a rotating bi-monthly basis. This means we will be on-site each month inspecting the entire landscape and applying scheduled services. If we identify other issues, they will be addressed while on-site. This is a high level of attention we feel the property is currently lacking. Herbicide in turf and shrub beds will be applied on regular intervals to promote minimal weed presence.



**Approach to Maintenance of Hardscape**

As mentioned above, Omegascares is excluding all “maintenance of hardscape – flatwork, columns, fences, and monuments” beyond regular inspections, removal of debris created from our landscape services, and management of crack weeds. Structural and chemical maintenance of these to be done by others.

**Irrigation System**

Omegascares will work closely with the Property Manager, carefully following the scope specified in the RFP. We have included one day each month for inspections of the irrigation system. Upon our initial property audit, and continuing each inspection, we will submit a written report clearly communicating the status and any concerns we have with the system, as well as a plan to correct if needed.

**Staff Levels**

An average of a 4-man crew for 42 visits per year for mowing and detail services, once per month irrigation tech, monthly pest control and fert applicator cycles. Dedicated Account Manager available as needed in addition to regular managing of crew and support staff. Office management and administrative staff available as needed. Owner of company available as needed. Furthermore, our sister company Lake Conway Landscaping and all its staff, equipment, and resources are available as needed as well.



## Key OmegaScapes Personnel



**Kevin Carmean** is the owner of OmegaScapes and Lake Conway Landscaping. He obtained his bachelor's degree in Business Management from Rochester College, is a Licensed Irrigation Contractor and is FNGLA certified as a Horticultural Professional, Landscape Contractor and Technician. In his 25+ years in the industry, Kevin has been responsible for well over \$250 million in landscape installations. Prior to starting OmegaScapes and LCL, he worked for one of the world's largest landscape companies, successfully managing over 150 employees with an annual revenue exceeding \$30 million. The combination of Kevin's experience, management style and personality have allowed him to put together and maintain the best team of landscape professionals in the industry.  
[Kevin@Omegasclapes.com](mailto:Kevin@Omegasclapes.com) 407-930-6010

**Fallon Jordan** is our Vice President of Human Resources. She has over 17+ years of industry experience and has had the pleasure of working with one of the world's largest landscape companies. She is extremely passionate about our businesses. Fallon has mastered many roles from project engineer, project management to even corporate accounting responsibilities with an annual revenue of \$11 million. She also manages all the accounting and administrative duties within our businesses, as well as assisting with long term planning and directing our safety program. Fallon holds an OSHA 10 certification is FCLT certified and a HR Generalist.

[Fallon@OmegaScapes.com](mailto:Fallon@OmegaScapes.com)

407-730-3026



**Jared Berryman** is our VP of Operations with 20+ years of industry experience. He has worked on several large projects in the Orlando area. Prior to joining LCL Jared also worked for one of the world's largest landscape companies with annual revenues of \$500 million. He had the opportunity to successfully manage the landscape installations on Reunion Resort & Club of Orlando, totaling over \$12 million, while also working on Bella Collina in Montverde, totaling over \$9.5 million. Jared has a Bachelor of Science degree from the University of Florida in Environmental Horticulture, State of Florida Irrigation Specialty Contractor and Agriculture Best Management Practices certified. He also holds an OSHA 30 certification. Jared prides himself in attention to detail and this effort shows not only in the standards of our crews, but also our responsiveness and the high quality of our projects. He also helps oversee OmegaScapes Maintenance transitions from development

[Jared@LakeConwayLandscaping.com](mailto:Jared@LakeConwayLandscaping.com)

407-516-3547





**Jon Cook** is our Irrigation Supervisor for LCL with 10+ years of industry experience. Jon is an expert in large, complex irrigation systems and specializes in 2-wire central control systems. He is a Certified Maxicom operator/technician and an active member of Florida Irrigation Society & Irrigation Association. Jon has a history of effectively managing multiple irrigation crews at once while producing quality irrigation systems. He also oversees OmegaScapes Irrigation Technicians.

[Jon@LakeConwayLandscaping.com](mailto:Jon@LakeConwayLandscaping.com)

407-383-7904

**Chris Arnold** Chris Arnold is our Operations Manager with 20+ years in the industry. Prior to joining OmegaScapes, Chris worked for one of the largest landscape companies and was responsible for overseeing \$5 million in revenue on multiple sites. Chris managed very large projects, including Reunion Resort, Marriott, and Marriott timeshares resorts. Chris holds certifications with FNGLA, and a certification in BMP. Chris prides himself in leading his crews to provide the best customer satisfaction, attention to detail, and going above and beyond clients expectations for the properties.

[Chris@OmegaScapes.com](mailto:Chris@OmegaScapes.com)

407-883-5191



**Dan Bond** is a Business Development Manager at OmegaScapes. He handles estimating and proposal development for our company. Dan possesses all the necessary skills and abilities at building relationships to help our growth effort in the Central Florida market and beyond through exceptional prospecting and business development.

[Dan@Omegasclapes.com](mailto:Dan@Omegasclapes.com)

407-448-7341



## Imagine Landscaping Simplified



**Jeff Reese** is an account manager with over 15 years' experience in landscape maintenance and irrigation. Before joining OmegaScapes, Jeff served as the main point of contact for landscape and property improvements for one of the largest residential communities in Windermere. There he managed daily field operations, maximized work within budget, safety, quality guideline, and served as the primary interface between clients and crew. Jeff has degrees in management and marketing from the University of South Florida and is a Florida licensed Pest Control Operator. He is easy going, committed, and level-headed with a dry sense of humor. Jeff prides himself on being detail oriented and producing quality results and has a great capacity to do tedious work with precision and accuracy.

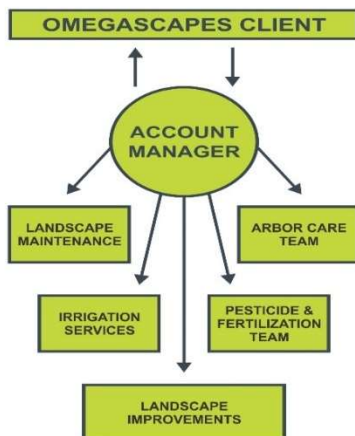
[Jeff@OmegaScapes.com](mailto:Jeff@OmegaScapes.com)

407-202-3982

**Shane Bradley** is account manager with 20 years of experience. Before joining OmegaScapes, Shane oversaw several large commercial properties as well as several large resorts. Shane has a background in lawn and ornamental care, as well as irrigation. Shane has an eye for detail and provides quality, friendly customer service.

[Shane@OmegaScapes.com](mailto:Shane@OmegaScapes.com)

407-963-6598



### Communication Simplified

One way that Omegascares, Inc offers you Landscaping Simplified is by funneling all communications through one point of contact. We empower our account manager with the authority to make decisions and offer solutions to your general manager and board of directors. Even if residents in your community would like a direct line of communication with our staff, we can accommodate:

[YourCommunity@OmegaScapes.com](mailto:YourCommunity@OmegaScapes.com)



## Equipment To Be Used During Services



Ford Crew Cab Work Truck



Two-Cycle Machines



Backpack Sprayers



60" Mower

48" Stander ZTR Mower



104" ZTR Mower



Commercial Spray Rig





## Omegascapes Team Members and Labor Approach



- Highly visible safety vest with logo and PPE
- Professional appearance
- Minimum one crew member fluent in English
- Property will be serviced with an average of a 4-man crew each cycle, mowing entire property and detailing sections.
- 42 mowing cycles, 12 detail cycles
- High profile areas such as parks and entryways inspected more frequently.



# Sample Monthly Irrigation Report



JOB NAME: \_\_\_\_\_  
 JOB NUMBER: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 CONTROLLER: \_\_\_\_\_  
 PAGE: \_\_\_\_\_ OF \_\_\_\_\_

Program A (current): M T W T F S S  
 Program A (adjust): M T W T F S S  
 Program A Start time: \_\_\_\_\_

Program B (current): M T W T F S S  
 Program B (adjust): M T W T F S S  
 Program B Start time: \_\_\_\_\_

Program C (current): M T W T F S S  
 Program C (adjust): M T W T F S S  
 Program C Start time: \_\_\_\_\_

Zone Number													
Sprays/Rotors													
Run Times													
Straighten Heads													
ARC/Radius Adj													
Partial Clog													
Broken Head													
Rotor Not Rotating													
Leaking Head													
Broken Pipe													
Broken riser													
Severe Clog													
Broken Nozzle													
Incorrect Nozzle													
4" to 6" Spray/Rotor													
6" to 12" Spray/Rotor													
Add 12" to Riser													
Raise Heads in Shrubs													
Raise Heads in Turf													
Relocate Heads													
Add Heads													
Valve Not Operating													
Maint. Damage													
Other													

**SAMPLE**

Comments:

\_\_\_\_\_

Technician: \_\_\_\_\_

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



## Sample Monthly Pest Control and Fertilization Report



OMEGASCAPES

28th Street, Orlando, FL 32805

(407) 930-6010

[info@OmegaScapes.com](mailto:info@OmegaScapes.com)

Date: \_\_\_\_\_ Job Number: \_\_\_\_\_

Material to be Treated: \_\_\_\_\_

Time Arrival: \_\_\_\_\_ am/pm Time Departure: \_\_\_\_\_ am/pm Total Time: \_\_\_\_\_

Weeds or pest to be Treated: \_\_\_\_\_

### Treatment Information

Chemicals	EPA Reg. #	Rate/100 gal	Rate/1000 sq. ft.	Units	Total Used

**SAMPLE**

Method of Control: ☐ JD9 ☐ Lawn Gun ☐ Wand ☐ Backpack ☐ TurfCo ☐ Vortex Spreader ☐ Other \_\_\_\_\_

Area Treated (sq. ft.) \_\_\_\_\_ Weather/Temperature \_\_\_\_\_

Technician notes and Service Details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Spray Operator: \_\_\_\_\_ Identification #: \_\_\_\_\_

Customer : \_\_\_\_\_





# Sample Property Evaluation Report



## Property Evaluation

Job Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager: \_\_\_\_\_

Overall Appearance	A	B	C	D	F
<b>A. Turf Condition</b>					
1) Grass cut at proper height	_____	_____	_____	_____	_____
2) Sprayed/trimmed around signs, poles, etc.	_____	_____	_____	_____	_____
3) Weed Control	_____	_____	_____	_____	_____
4) Edged	_____	_____	_____	_____	_____
5) Bare areas	_____	_____	_____	_____	_____
6) Disease or insect present	_____	_____	_____	_____	_____
<b>B. Plant Material</b>					
1) Pruned Properly	_____	_____	_____	_____	_____
2) Beds weeded or sprayed	_____	_____	_____	_____	_____
3) Beds edged	_____	_____	_____	_____	_____
4) Disease or insect presents	_____	_____	_____	_____	_____
5) Debris	_____	_____	_____	_____	_____
6) Dead or missing plant material	_____	_____	_____	_____	_____
<b>C. Sidewalks, Driveways or Parking lots</b>					
1) Blown	_____	_____	_____	_____	_____
2) Dead or missing plant material	_____	_____	_____	_____	_____
3) Weed control	_____	_____	_____	_____	_____
<b>D. Annual beds</b>					
1) General Appearance	_____	_____	_____	_____	_____
2) dead or missing plant material	_____	_____	_____	_____	_____
3) Weed control	_____	_____	_____	_____	_____

**SAMPLE**

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Completed by: \_\_\_\_\_ Manager: \_\_\_\_\_



## Exhibit “A”

### *Pricing Summary for*

### *North Powerline Road CDD, Davenport FL*

#### **Core Services:**

---

Grounds Maintenance:	\$ 48,312 per year	\$ 4,026 per month
Irrigation Maintenance:	\$ 3,480 per year	\$ 290 per month
Fertilization & Pest:	\$ 6,108 per year	\$ 509 per month

<b>Grand Total</b>	<b>\$ 57,900 per year</b>	<b>\$ 4,825 per month</b>
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#### **Additional Services:**

---

Mulch Installed:	\$45.00 per cubic yard
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**\*\*All new areas/landscape materials turned over will be added as addendums to the contract\*\***



**Exhibit “B”**  
*Frequency Breakdown for*  
*North Powerline Road CDD, Davenport FL*

<i>FUNCTION</i>	<i>J</i>	<i>F</i>	<i>M</i>	<i>A</i>	<i>M</i>	<i>J</i>	<i>J</i>	<i>A</i>	<i>S</i>	<i>O</i>	<i>N</i>	<i>D</i>	<i>TOTAL</i>
<b>MOWING (High Profile areas)</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>MOWING (Ponds/Fields)</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>DOG STATIONS</b>	2	2	3	4	4	5	4	5	4	4	3	2	N/A
<b>HARD EDGING</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>BED EDGING</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>AIR BLOWING</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>WEED EAT/LINE TRIM</b>	2	2	3	4	4	5	4	5	4	4	3	2	42
<b>SHRUB TRIM</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>SPRAY/PULL WEEDS</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>CRAPE MYRTLE PRUNING</b>	0	1	0	0	0	0	0	0	0	0	0	0	1
<b>SELECTIVE PRUNING up to 10'</b>	0	0	0	0	0	0	0	0	0	0	0	1	1
<b>ARBOR CARE</b>	0	0	0	0	0	0	0	0	1	0	0	0	N/A
<b>ST AUGUSTINE CHEM/FERT</b>	1	0	1	0	1	0	1	0	1	0	1	0	6
<b>SHRUB CHEM/FERT</b>	0	1	0	1	0	1	0	1	0	1	0	1	6
<b>ANNUALS</b>	0	0	1	0	0	1	0	0	1	0	0	1	N/A
<b>IRRIGATION CHECK</b>	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>MULCH</b>	0	0	0	0	0	0	0	0	0	0	1	0	N/A



## **CORPORATE INFORMATION**

### **OmegaScapes, Inc.**

#### **Physical Location:**

4954 N. Apopka Vineland Road  
Orlando, FL 32805

Office: (407)930-6010 -

[www.OmegaScapes.com](http://www.OmegaScapes.com)

**Incorporation:** Florida - May 2015

**FEIN:** 47-4138224

#### **License / Certification**

- FNGLA Certified Landscape Contractor
- Irrigation Certification
- Lawn and Ornamental Pest Control
- Applicable city and county occupational licenses.

#### **Insurance**

- General Liability \$2,000,000 each occurrence
- Umbrella \$4,000,000
- Auto \$1,000,000
- Workers Compensation \$1,000,000  
(Certificate of Insurance available upon request)





September 19<sup>th</sup>, 2019

May Afroze  
Lennar Homes  
2300 Maitland Center Parkway,  
Suite 320  
Maitland, FL 32751

To Whom It May Concern:

It is with much pleasure that I am writing this letter to recommend the services offered by Omegascapes.

Since July of 2019, we have utilized Omegascapes to provide lawn care / maintenance for over 15 of our communities throughout the Orlando area and have been extremely happy with all services provided. All associates exude professionalism & care with every interaction and have been able to handle any task / urgent need that arises. The Omegascapes Team has always been quick with communication and response. I am consistently thankful to the team for their civilities & dependable efforts.

I am happy to recommend the services of Omegascapes. If you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "May Afroze", written in a cursive style.

May Afroze





To whom it may concern:

March 20, 2019

Please accept this as my letter of reference for Omegascapes, Inc. We partner with them at our USTA National Tennis Center campus in Lake Nona. With 100 tennis courts spread across 64 magnificent acres, the USTA National Campus offers unparalleled playing, training and educational experiences for recreational players, competitive players, coaches and spectators from around the world. Omegascapes is our full-service landscape provider handling all mowing, trimming, pest control, fertilization, irrigation, arbor care, and mulching services. They have a 52-week full-time staff of 2-4 employees on site depending on the season and scheduled events. James Brown is the Manager of our account, handling all communications, scheduling, and project executions. USTA National Tennis Center and Omegascapes work very well together and I give my personal recommendation that they be considered by your organization for any landscape needs you may have.

A handwritten signature in dark ink, reading "Richard C. Coiro". The signature is fluid and cursive, with the first name "Richard" being more prominent.

Richard C. Coiro  
Senior Director, Finance  
[Coiro@USTA.com](mailto:Coiro@USTA.com)  
914-233-4864

USTA National Campus, Community Tennis, Player Development  
10000 USTA Blvd.  
Orlando, FL 32827





Current Project Reference



USTA National Campus  
10000 USTA Blvd.  
Orlando, FL 32827

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, Bermuda Turf Care, Palm Pruning, Mulch, Landscape Enhancements

Our team of 3 report directly to the USTA National campus and handle all primary landscape maintenance services on the 64 acre site with support from our specialized teams as needed. This property contains just over 3 acres of Bermuda turf requiring twice per week mowings, six acres of Zoysia turf, ten acres of Bahia, and 105k square feet of shrub beds. USTA National Campus requires a diligent plan and strategic approach to meet the very high expectations. Frequent events and large crowds are also a unique challenge when scheduling services for this property. Thankfully, their staff and our team work well together and meet frequently to plan weeks in advance to ensure success.







*Current Project Reference*



Storey Park Lake Nona  
10914 History Ave.  
Orlando, FL 32832

May Afroze      Alan Scheerer  
Lennar              Storey Park  
Orlando Division      Field Operation Manager  
(407) 538-4673      (407) 398-2890

**Services Provided:** Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, Entire CDD, All Models/Inventory Homes, and all amenities.

Storey Park at Lake Nona is the newest neighborhood in the Lake Nona area. It is a master planned community that is inspired and designed based on five pillars: Community, Nature, Health, Story and Home. The community broke ground in 2015 will eventually feature a multi-functional green space for community and private events, Little Free lending libraries, a town center featuring restaurants and retail, an Eco Tower with dramatic views of the community, pedestrian & bike pathways throughout the community, and multiple parks including Wildflower Parks, Hammock Beach, Marshstachie Park, Community Park, Lake Park and Firefly Park.

Amenity Center at Storey Park in Lake Nona Residents will enjoy all these resort style amenities plus have access to all the shopping, dining, and entertainment in Lake Nona. The Storey Park HOA fees include basic cable, local phone, fiber optic high speed internet, common area maintenance, a future planned clubhouse that will include a resort style pool with splash park, fitness center, tennis court and tot lot. See how Storey Park's amenities compare to other Lake Nona area neighborhood amenities.







*Current Project Reference*



Academy Park Apartments  
790 Academy Drive  
Kissimmee, FL 34744

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization,  
25 acres, 14 buildings, all amenities.

Academy Park Apartments offers a luxurious option for those who prefer not to own their own homes but want the benefits of living in such an amazing community. Our sister company, Lake Conway Landscaping, handled the landscape and irrigation installation of this beautiful community. Our team has a weekly walk through meeting to discuss the landscape and create a priority punch list. This level of customer service has secured us several more years of partnership with the management company. Academy Park Apartments is no typical apartment community, and we are honored to be on the team.







Current Project Reference



Harbor Chase of Dr Phillips  
7233 Della Dr  
Orlando, FL 32819

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, 95,000 sf St Augustine turf, 90,000 sf shrub beds, resort level service.

HarborChase of Dr. Phillips combines the luxurious amenities of a vacation resort with the close-knit camaraderie of a small neighborhood. Conveniently located in the heart of the Dr. Phillips neighborhood in southwest Orange County, HarborChase offers a host of stimulating activities, generous amenities, superior concierge services and customized programs that will enhance your health and happiness. Now that Lake Conway Landscaping has completed the installation of the landscape and irrigation, our team at Omegasclapes is on the job to keep it looking beautiful. With a 52-week resort level landscape management plan in place, we have the right approach to consistently meet the demands of such a luxurious property.







Current Project Reference

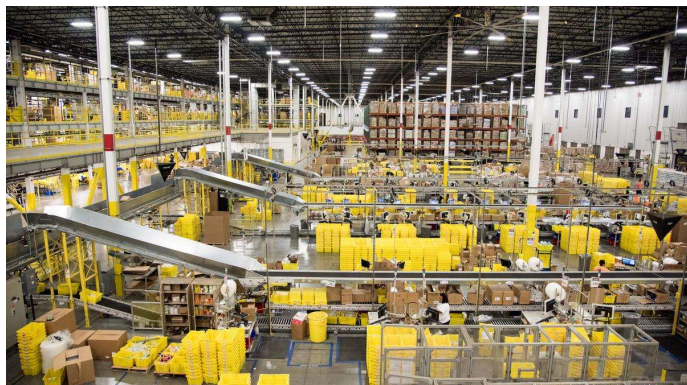
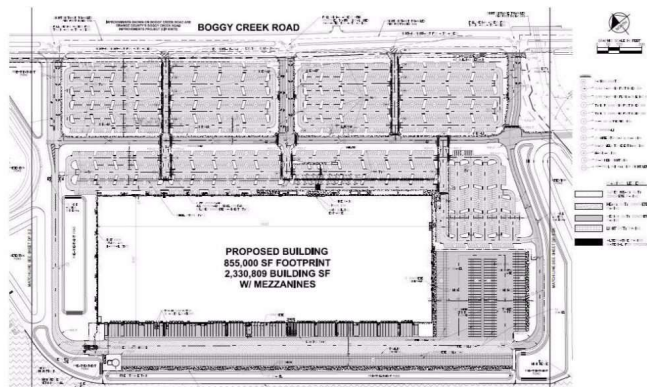


Amazon Fulfilment Center  
7469 Kingspointe Pkwy  
Orlando, FL 32819

Attn: Dan Jackson (407) 496-0163  
[djckmz@amazon.com](mailto:djckmz@amazon.com)

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization,  
130 acre site with sprawling parking lot and massive retention ponds

Amazon fulfillment centers enable e-commerce merchants to outsource warehousing and shipping versus having to own or lease a building. I'm sure we are all familiar with the company and the efficiency it has brought to online buyers around the world. This site is absolutely massive and cannot truly be appreciated from photos. Our sister company, Lake Conway Landscaping, handled the irrigation and landscape installations for this recently completed 130 acre project. There are literally miles and miles of pipe and wires in the ground connecting over 200 landscape islands scattered throughout the parking lots. This site also contains some of the largest retention ponds found on any of our properties. It's worth a site visit sometime!



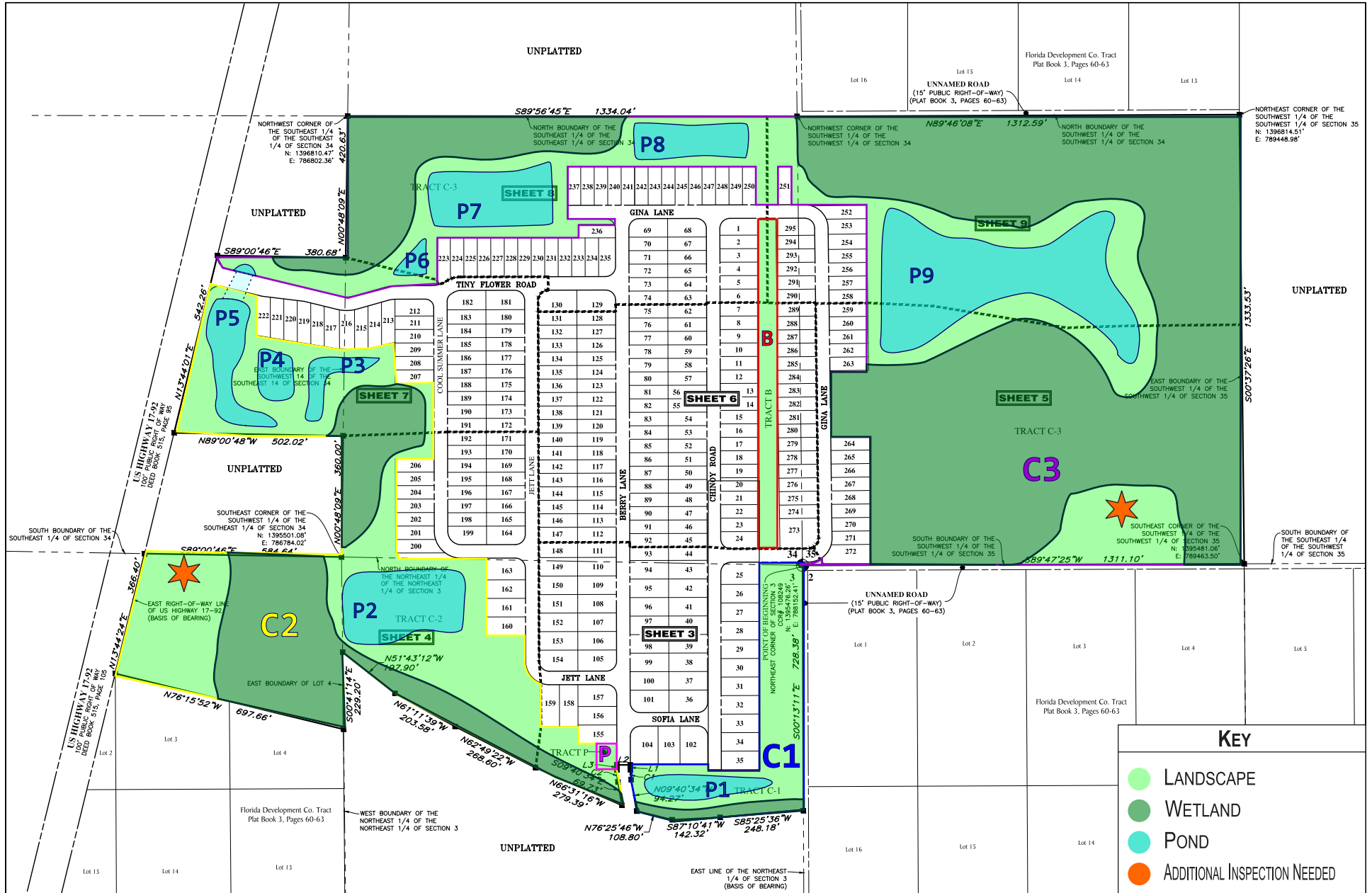


## SECTION V



(Bella Vita / Horsecreek)

THE RIGHT OF WAYS SHOWN HEREON ARE DEDICATED TO THE PUBLIC.





# SECTION A



Aquatic Weed Management, Inc.  
P.O. Box 1259  
Haines City, FL 33845  
863-412-1919

# Estimate

**Date** 10/12/2021  
**Estimate #** 1041

## Name / Address

North Powerline Road CDD  
Governmental Management Services,  
Central  
9145 Narcoossee Rd., Ste A206  
Orlando, FL 32827

**P.O. #**  
**Terms**

**Due Date** 10/12/2021  
**Other**

Description	Qty	Rate	Total
Monthly pond herbicide maintenance on 9 ponds. Services include treatments for aquatic vegetation (emerged, algae and floating) within the ordinary high water level. Price also includes "reasonable" trash collection (meaning trash that can be reached from shore utilizing trash tongs).  Priced as \$/treatment.  Treatments for submersed species, if necessary, will be contracted separately on an as-needed basis.  Reasonable trash collection does not include construction debris. A special assessment could be necessary from time to time.		450.00	450.00
Thank you for your business!			<b>Subtotal</b> \$450.00
			<b>Sales Tax (0.0%)</b> \$0.00
			<b>Total</b> \$450.00

waterweed1@aol.com

863-412-1919  
863-438-0087



## SECTION B



## **SERVICES CONTRACT**

CUSTOMER NAME: North Powerline Road CDD (Bellavita\_Horse Creek)  
SUBMITTED TO: Marshall Tindall  
CONTRACT EFFECTIVE DATE: October 1, 2021, through September 30, 2022  
SUBMITTED BY: Josh McGarry  
SERVICES: Pond Maintenance for 10 ponds totaling Acres

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$5,916.00**. SOLitude shall invoice Customer **\$493.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this

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Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall insure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Marshall Tindall

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

***Please Remit All Payments to:***

***1320 Brookwood Drive Suite H  
Little Rock AR 72202***

***Customer's Address for Notice Purposes:***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Please Mail All Contracts to:***

***2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453***

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## **SCHEDULE A - SERVICES**

### **ANNUAL POND MANAGEMENT SERVICES**

#### Monitoring:

1. A SOLitude Biologist will visit the site and inspect the pond(s) on a **one (1) times per month** basis during the months of **October through September** .
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

#### Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
  - Erosion
  - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.

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4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) times per month** basis during the months of **October through September**.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) times per month** basis during the months of **October through September**.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.

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2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) times per month** basis during the months of **October through September**.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on a **one (1) time per month** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Customer Responsibilities:

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.

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- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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# SECTION C





**Aquagenix**  
Managing Your Liquid Assets

Waterway Maintenance Program

**North Powerline Road CDD**

Orlando, FL





Wednesday, October 13, 2021

**North Powerline Road CDD**

Marshall Tindall  
219 E. Livingston Street  
Orlando, FL 32801

Dear Marshall Tindall:

Following is the quote that you requested for professional lake management services and additional information on the many services that we provide.

Your program is designed to promote an environmentally balanced aquatic ecosystem, using cost effective methods.

**Benefits of Aquagenix Programs are:**

- \* Optional stocking of Bass, Bream and Channel Catfish.
- \* Research for the introduction of the Triploid Grass Carp to assist in biological weed control.
- \* The creation of aquatic sanctuary areas, which may be left for aesthetic value and wildlife benefit, if desired.
- \* Control of algae and undesirable water weeds.
- \* Border grass and brush control (to the water's edge).
- \* Bacteria Monitoring and water analysis.
- \* Post Treatment Management Reports indicating details of work performed.

**Other services available from our company include:**

- \* Wetland Planting
- \* Decorative Fountains / Aeration Systems / Fountain Service
- \* Blue Dye / Water Clarity Treatment
- \* Turbidity Curtains / Weed Barriers
- \* Waterway and Wetland Consulting





**Advantages of doing business with us are:**

- \* Ten million dollars of insurance coverage, with pollution control coverage, to adequately protect you and your organization.
- \* Radio-equipped fleet of trucks and supervisor's vehicles for quick response to customer calls (usually the same working day).
- \* Fiberglass skiffs and four wheel drive maintenance vehicles with spray systems.
- \* Computerized water analysis and property management service records for use in meetings and submission to government agencies, when required.
- \* An educational library, literature and staff biologists to give video, slide and movie presentations to interested groups.
- \* Our field crews wear neat, collared uniforms with our company name embroidered on the shirts for security identification.
- \* Our trucks, boats and spray vehicles are clearly identified with our name, seal and telephone numbers.

Attached is an agreement covering the services you require and a copy of our Insurance Certificate, and Service Guide.

If, at any time, you are not fully satisfied with our service cancellation clause is included in the agreement.

Neat, clean waterways enhance real estate values, sales potential and are pleasing!

Our company's goal is to work toward a growth pattern of natural balance, allowing beneficial aquatic plants to propagate while controlling filamentous algae and other rapidly growing noxious weeds.

Properly managed waterways will maintain water quality, clarity, and provide an environmental and recreational asset to the property owners at the least cost of maintenance.

Please sign agreement and return the original to our office for immediate scheduling of service.

We look forward to the opportunity of serving you.

Respectfully yours,

Aquagenix  
Enclosure





## AQUATIC MANAGEMENT AGREEMENT

This agreement, proposal #128102 dated 10/13/2021, is made between AQUAGENIX and CUSTOMER:

North Powerline Road CDD  
Marshall Tindall  
219 E. Livingston Street  
Orlando, FL 32801 (407) 841-5524

Both CUSTOMER and AQUAGENIX agree to the following terms and conditions:

### **1. General Conditions:**

AQUAGENIX will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s):

10 SW Ponds located in Orlando, FL.

### **2. Contract Term:**

The term of this Agreement shall be 1 Year(s) or as otherwise provided by Contract Addendum.

### **3. Contract Services:**

CUSTOMER agrees to pay Aquagenix the following amounts during the term of this Agreement for these specific water management services.

Algae and Aquatic Weed Control	Included
Border Grass and Brush Control to Water's Edge	Included
Water Testing (see addendum 13a)	Included
Aquatics Consulting	Included
Management Reporting	Included
Biological Control Agent Permit Applications (Triploid Grass Carp, Mosquito Fish)	Included
Trash Removal During Regular Visits ( Any calls outside of regular visits will be charged additional fee).	Included

Submersed Aquatic Vegetation Treatments Done On A Work Order Basis Only.

Total Annual Program Investment                      Annual: \$7,549.56                      Monthly: \$629.13

1 inspections per Month with treatment as necessary

\*\*Triploid Grass Carp stocking subject to required approval of Fish Wildlife Conservation Commission





## Scheduled Visits

January 1	February 1	March 1	April 1	May 1	June 1
July 1	August 1	September 1	October 1	November 1	December 1

#### 4. Starting Date:

The starting day of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption.

#### 5. Schedule of Payment:

\$629.13 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Aquagenix within thirty (30) days after date of invoice at Aquagenix's home office. Failure to pay any amount when due shall constitute a default under this Agreement.

#### 6. Limited Offer:

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

#### 7. Safety:

Aquagenix agrees to use specialized equipment and products, which in its sole discretion, will provide safe and effective results for the specific site(s).

#### 8. Address Change:

In the event that AQUAGENIX or CUSTOMER undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

#### 9. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to Aquagenix, 100 N Conahan Dr, Hazleton, PA 18201. Aquagenix reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.

- a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by Aquagenix in accordance with Paragraphs 9b and 9c.
- b. In the event that your account is not settled in full at the same time as your cancellation letter is received, Aquagenix will continue to bill you until the contract expires. Settlement in full includes payment for one months service after the end of the month in which the cancellation letter is received by Aquagenix.
- c. Payment in full shall be defined as payment to Aquagenix through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 9a and 9b.





#### 10. Insurance:

Aquagenix agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

#### 11. Automatic Renewal:

Unless other-wise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 4% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

#### 12. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that Aquagenix may at its sole discretion seek any or all of the following remedies:




- Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- Imposition of "Collections Charge" for monies due. If this action is deemed necessary, in the sole judgement of Aquagenix, CUSTOMER agrees to pay Aquagenix's reasonable attorney fees (including those on appeal), court costs, collection costs and all other expenses incurred by Aquagenix resulting from this collection activity.
- Filing of a mechanics lien on property for all monies due plus interest, costs and attorneys fees.

#### 13. Addenda:

- Water testing and bacteria monitoring shall be conducted at the sole discretion of Aquagenix for the specific purpose of improving the Aquatic Weed Control Program results.
- Work as requested by CUSTOMER such as trash clean-up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra work will be invoiced separately at our current hourly equipment and labor rates.

#### 14. Contract Documents:

This Agreement constitutes the entire Agreement of Aquagenix and the CUSTOMER. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Aquagenix and CUSTOMER.

  
\_\_\_\_\_  
**AQUAGENIX**  
  
\_\_\_\_\_  
**PRINT NAME**  
  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CUSTOMER**  
\_\_\_\_\_  
**PRINT NAME**  
\_\_\_\_\_  
**DATE**





## Waterway Survey Chart

10/13/2021 02:47 PM

**Customer Name** North Powerline Road CDD

Inspection Date	Waterway Number	Average Depth (In Feet Deep)	Surface Cover (In Acres)	Perimeter (Linear Feet)
10/13/2021	Lake 1	4.00	0.44	797.00
	Lake 2	4.00	2.41	1,500.00
	Lake 3	4.00	0.34	741.00
	Lake 4	4.00	0.35	457.00
	Lake 5	4.00	0.87	1,146.00
	Lake 6	2.00	0.13	331.00
	Lake 7	4.00	0.74	924.00
	Lake 8	3.00	0.89	1,147.00
	Lake 9	3.00	2.91	2,817.00
	Bridge/Creek Area	1.00	0.31	730.00
	10 Waterways for North Powerline Road CDD	3.30	9.39	10,590.00



## SECTION VI



# **NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

## **REQUEST FOR PROPOSALS**

### **CONSTRUCTION SERVICES FOR PROJECT IMPROVEMENTS**

#### **(HORSE CREEK—BELLA VITA PHASE 3)**

#### **POLK COUNTY, FLORIDA**

Notice is hereby given that the North Powerline Road Community Development District (“District”) will receive proposals for the following District project:

Project construction site work for Horse Creek—Bella Vita Phase 3 District construction, including offsite improvements, stormwater management, utilities, roadway, entry features, and parks and amenities.

The Project Manual will be available beginning **Monday, October 25, 2021** at 8:00 AM EST at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602 or by calling (813) 221-1516, or emailing [heatherw@absoluteng.com](mailto:heatherw@absoluteng.com). Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier’s check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer directed to Heather Wertz at [heatherw@absoluteng.com](mailto:heatherw@absoluteng.com). Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (2) Proposer will have minimum bonding



capacity of \$1,000,000 from a surety company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Polk County and is a licensed contractor in the State of Florida.

Any and all questions relative to this project shall be directed in email only to [heatherw@absoluteng.com](mailto:heatherw@absoluteng.com) no later than **12:00 PM EST, Monday, November 15, 2021**.

Firms desiring to provide services for this project must submit one (1) original and (1) electronic copy in PDF included with the submittal package of the required proposal no later than **3:00 PM EST, Monday, November 29, 2021**, at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be **opened at a public meeting to be held at 3:00 PM EST, Monday, November 29, 2021**, at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602. No official action will be taken at the meeting. Proposals received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at (407) 841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

North Powerline Road Community Development District  
District Manager

**Run Date: Monday, October 25, 2021**



**NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT**  
**DISTRICT EVALUATION CRITERIA**

**CONSTRUCTION SERVICES FOR HORSE CREEK--BELLA VITA PHASE 3 MASTER  
INFRASTRUCTURE IMPROVEMENTS  
POLK COUNTY, FLORIDA**

---

**PERSONNEL** **(5 POINTS)**

---

E.g., geographic location of firm's headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

---

**EXPERIENCE** **(15 POINTS)**

---

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other community development district's in other contracts; character, integrity, reputation of respondent, etc.;

---

**UNDERSTANDING SCOPE OF WORK** **(20 POINTS)**

---

Demonstration of the Proposer's understanding of the project requirements.

---

**FINANCIAL CAPABILITY** **(10 POINTS)**

---

Extent to which the proposal demonstrates the adequacy of the Proposer's financial resources and stability as a business entity, necessary to complete the services required.

---

**SCHEDULE** **(25 POINTS)**

---

Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

---

**PRICE** **(25 POINTS)**

---

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

---

**TOTAL POINTS** **(100 POINTS)**

---



## SECTION VII



# **NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

## **REQUEST FOR PROPOSALS**

### **CONSTRUCTION SERVICES FOR PROJECT IMPROVEMENTS**

#### **(SOUTH PHASE)**

#### **POLK COUNTY, FLORIDA**

Notice is hereby given that the North Powerline Road Community Development District (“District”) will receive proposals for the following District project:

Project construction site work for South Phase District construction, including offsite improvements, stormwater management, utilities, roadway, entry features, and parks and amenities.

The Project Manual will be available beginning **Monday, November 8, 2021** at 8:00 AM EST at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602 or by calling (813) 221-1516, or emailing [heatherw@absoluteng.com](mailto:heatherw@absoluteng.com). Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier’s check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer directed to Heather Wertz at [heatherw@absoluteng.com](mailto:heatherw@absoluteng.com). Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (2) Proposer will have minimum bonding capacity of \$1,000,000 from a surety company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Polk County and is a licensed contractor in the State of Florida.



Any and all questions relative to this project shall be directed in email only to heatherw@absoluteng.com no later than **12:00 PM EST, Monday, November 22, 2021.**

Firms desiring to provide services for this project must submit one (1) original and (1) electronic copy in PDF included with the submittal package of the required proposal no later than **3:00 PM EST, Monday December 6, 2021**, at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be **opened at a public meeting to be held at 3:00 PM EST, Monday, December 6, 2021**, at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602. No official action will be taken at the meeting. Proposals received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at (407) 841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

North Powerline Road Community Development District  
District Manager

**Run Date: Monday, November 8, 2021**



**NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT**  
**DISTRICT EVALUATION CRITERIA**

**CONSTRUCTION SERVICES FOR SOUTH PHASE**  
**MASTER INFRASTRUCTURE IMPROVEMENTS**  
**POLK COUNTY, FLORIDA**

**PERSONNEL**

**(5 POINTS)**

E.g., geographic location of firm's headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

**EXPERIENCE**

**(15 POINTS)**

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other community development district's in other contracts; character, integrity, reputation of respondent, etc.;

**UNDERSTANDING SCOPE OF WORK**

**(20 POINTS)**

Demonstration of the Proposer's understanding of the project requirements.

**FINANCIAL CAPABILITY**

**(10 POINTS)**

Extent to which the proposal demonstrates the adequacy of the Proposer's financial resources and stability as a business entity, necessary to complete the services required.

**SCHEDULE**

**(25 POINTS)**

Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

**PRICE**

**(25 POINTS)**

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

**TOTAL POINTS**

**(100 POINTS)**



## SECTION VIII





# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

October 5, 2021

Board of Supervisors  
North Powerline Road Community Development District  
c/o GMS - CFL, LLC  
219 E. Livingston Street  
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide North Powerline Road Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of North Powerline Road Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in



accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants.



However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

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

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSFCL.COM, PH: (407) 841-5524.**

Our fee for these services will not exceed \$4,600 for the September 30, 2021 audit. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without cause, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.



We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to North Powerline Road Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



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Antonio J. Grau

RESPONSE:

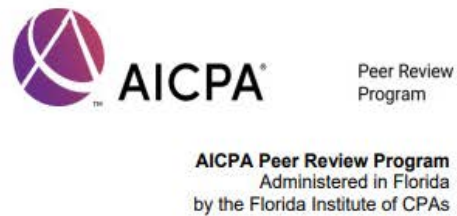
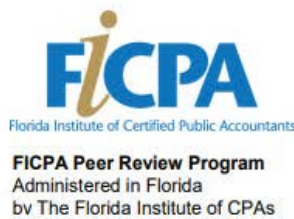
This letter correctly sets forth the understanding of North Powerline Road Community Development District.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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





February 20, 2020

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,  
*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202



## SECTION IX



## SECTION C



# SECTION 1



# North Powerline Road Community Development District

## Summary of Checks

September 15, 2021 to October 12, 2021

Bank	Date	Check No.'s	Amount
General Fund	9/15/21	203	\$ 3,416.16
	9/27/21	204-212	\$ 459,216.83
	9/29/21	213-215	\$ 66,249.00
	9/30/21	216-225	\$ 14,218.00
			<b>\$ 543,099.99</b>







AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 10/13/21	PAGE 2
*** CHECK DATES 09/15/2021 - 10/12/2021 ***												
N POWERLINE RD - GENERAL												
BANK A NORTH POWERLINE RD												
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT	#				
9/27/21	00036	8/25/21 PAYAPP9	202109 300-20700-10000		*	44,743.66						
		FY21 SER20-2 FR#4										
		8/25/21 PAYAPP9P	202109 300-20700-10000		*	160,819.93						
		FY21 SER20-1 FR#17										
				TUCKER PAVING INC			205,563.59	000212				
9/29/21	00033	8/06/21 PAYAPP#1	202109 300-20700-10000		*	499.00						
		FY21 SER20-1 FR#8										
				AMERICAN EMPIRE BUILDERS INC			499.00	000213				
9/29/21	00035	9/16/21 1005	202109 300-20700-10000		*	3,000.00						
		FY21 SER20-2 FR#9										
				CH DEV LLC			3,000.00	000214				
9/29/21	00040	9/03/21 1038	202109 300-20700-10000		*	62,750.00						
		FY21 SER20-1 FR#20										
				SIGNATURE PRIVACY WALLS OF FL, INC.			62,750.00	000215				
9/30/21	00001	9/22/21 AR092220	202109 310-51300-11000		*	200.00						
		SUPERVISOR FEE 9/22/2021										
				ANDREW RHINEHART			200.00	000216				
9/30/21	00024	9/08/21 90382SEP	202109 320-53800-43000		*	240.00						
		596 JETT LN PUMP - SEPT21										
				DUKE ENERGY			240.00	000217				
9/30/21	00004	9/10/21 14269	202109 300-15500-10000		*	5,570.00						
		FY22 GEN LIAB. INSURANCE										
				EGIS INSURANCE ADVISORS, LLC			5,570.00	000218				
9/30/21	00006	9/17/21 42	202109 300-15500-10000		*	5,000.00						
		ASSESSMENT ROLL CERT-FY22										
				GOVERNMENTAL MANAGEMENT SERVICES			5,000.00	000219				
9/30/21	00032	9/16/21 298	202108 310-51300-31500		*	1,758.00						
		GENERAL COUNSEL - AUG 21										
				KE LAW GROUP, PLLC			1,758.00	000220				
9/30/21	00008	9/22/21 KC092220	202109 310-51300-11000		*	200.00						
		SUPERVISOR FEE 9/22/2021										
				KEVIN CHINOY			200.00	000221				
9/30/21	00009	9/22/21 LS092220	202109 310-51300-11000		*	200.00						
		SUPERVISOR FEE 9/22/2021										
				LAUREN SCHWENK			200.00	000222				
				NPRC NORTH POWER LI KCOSTA								



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/30/21	00028	9/22/21 PM092220	202109 310-51300-11000		*	200.00	
		SUPERVISOR FEE 9/22/2021		PATRICK MARONE			200.00 000223
9/30/21	00034	9/17/21 4512	202109 320-53800-46200		*	650.00	
		LANDSCAPE MAINT - SEPT 21		PRINCE & SONS INC.			650.00 000224
9/30/21	00011	9/22/21 RH092220	202109 310-51300-11000		*	200.00	
		SUPERVISOR FEE 9/22/2021		RENNIE HEATH			200.00 000225
TOTAL FOR BANK A						543,099.99	
TOTAL FOR REGISTER						543,099.99	

NPRC NORTH POWER LI KCOSTA



## SECTION 2



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

***Unaudited Financial Reporting***  
***September 30, 2021***





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**North Powerline Road**  
**Community Development District**  
**Combined Balance Sheet**  
**September 30, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u><b>Cash</b></u>				
Operating Account	\$ 33,167	\$ -	\$ -	\$ 33,167
<u><b>Investments</b></u>				
Series 2020				
Reserve	\$ -	\$ 713,800	\$ -	\$ 713,800
Revenue	\$ -	\$ 116,707	\$ -	\$ 116,707
Interest	\$ -	\$ 4	\$ -	\$ 4
Sinking Fund	\$ -	\$ -	\$ -	\$ -
Construction - Phase 1	\$ -	\$ -	\$ 4	\$ 4
Construction - Phase 2	\$ -	\$ -	\$ 1	\$ 1
Assessment Receivable	\$ -	\$ 116,203	\$ -	\$ 116,203
Due from Developer	\$ 3,250	\$ -	\$ 519,041	\$ 522,291
Due from General Fund	\$ -	\$ -	\$ 1,000	\$ 1,000
Prepaid Expenses	\$ 10,570	\$ -	\$ -	\$ 10,570
<b>Total Assets</b>	<b>\$ 46,986</b>	<b>\$ 946,714</b>	<b>\$ 520,046</b>	<b>\$ 1,513,747</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 10,658	\$ -	\$ -	\$ 10,658
Contracts Payable	\$ -	\$ -	\$ 519,041	\$ 519,041
Retainage Payable	\$ -	\$ -	\$ 249,881	\$ 249,881
Due to Capital Projects	\$ 1,000	\$ -	\$ -	\$ 1,000
<b>Total Liabilities</b>	<b>\$ 11,658</b>	<b>\$ -</b>	<b>\$ 768,922</b>	<b>\$ 780,580</b>
<b>Fund Balances:</b>				
Unassigned	\$ 35,328	\$ -	\$ -	\$ 35,328
Reserved For Debt Service	\$ -	\$ 946,714	\$ -	\$ 946,714
Reserved For Capital Projects	\$ -	\$ -	\$ (248,876)	\$ (248,876)
<b>Total Fund Balances</b>	<b>\$ 35,328</b>	<b>\$ 946,714</b>	<b>\$ (248,876)</b>	<b>\$ 733,166</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 46,986</b>	<b>\$ 946,714</b>	<b>\$ 520,046</b>	<b>\$ 1,513,747</b>



# North Powerline Road

## Community Development District

### General Fund

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

For The Period Ending September 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
<b>Revenues</b>				
Assessments - Lot Closings	\$ -	\$ -	\$ 68,978	\$ 68,978
Developer Contributions	\$ 202,365	\$ 202,365	\$ 65,381	\$ (136,984)
Boundary Amendment Contributions	\$ -	\$ -	\$ 24,761	\$ 24,761
Interest	\$ -	\$ -	\$ 6	\$ 6
<b>Total Revenues</b>	<b>\$ 202,365</b>	<b>\$ 202,365</b>	<b>\$ 159,126</b>	<b>\$ (43,239)</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ 6,400	\$ 5,600
Engineering	\$ 20,000	\$ 20,000	\$ 3,562	\$ 16,438
Attorney	\$ 25,000	\$ 25,000	\$ 31,373	\$ (6,373)
Annual Audit	\$ 3,000	\$ 3,000	\$ 4,500	\$ (1,500)
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Dissemination	\$ 5,000	\$ 5,000	\$ 3,979	\$ 1,021
Arbitrage	\$ 650	\$ 650	\$ -	\$ 650
Trustee Fees	\$ 3,550	\$ 3,550	\$ -	\$ 3,550
Management Fees	\$ 35,000	\$ 35,000	\$ 35,000	\$ (0)
Information Technology	\$ 2,100	\$ 2,100	\$ 900	\$ 1,200
Telephone	\$ 250	\$ 250	\$ 20	\$ 230
Postage & Delivery	\$ 850	\$ 850	\$ 143	\$ 707
Insurance	\$ 5,638	\$ 5,638	\$ 5,381	\$ 257
Printing & Binding	\$ 1,000	\$ 1,000	\$ 60	\$ 940
Legal Advertising	\$ 10,000	\$ 10,000	\$ 10,779	\$ (779)
Other Current Charges	\$ 1,000	\$ 1,000	\$ 1,025	\$ (25)
Boundary Amendment Expenses	\$ -	\$ -	\$ 22,396	\$ (22,396)
Office Supplies	\$ 500	\$ 500	\$ 28	\$ 472
Travel Per Diem	\$ 550	\$ 550	\$ -	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 131,263</b>	<b>\$ 131,263</b>	<b>\$ 125,721</b>	<b>\$ 5,542</b>
<b><u>Operations &amp; Maintenance</u></b>				
<b><u>Field Services</u></b>				
Property Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Field Management	\$ 11,250	\$ 11,250	\$ -	\$ 11,250
Landscape Maintenance	\$ 20,970	\$ 20,970	\$ 1,300	\$ 19,670
Landscape Replacement	\$ 3,750	\$ 3,750	\$ -	\$ 3,750
Streetlights	\$ 13,860	\$ 13,860	\$ 2,810	\$ 11,050
Electric	\$ 1,980	\$ 1,980	\$ 620	\$ 1,360
Water & Sewer	\$ 792	\$ 792	\$ -	\$ 792
Sidewalk & Asphalt Maintenance	\$ 375	\$ 375	\$ -	\$ 375
Irrigation Repairs	\$ 3,750	\$ 3,750	\$ -	\$ 3,750
General Repairs & Maintenance	\$ 3,750	\$ 3,750	\$ -	\$ 3,750
Contingency	\$ 5,625	\$ 5,625	\$ -	\$ 5,625
<b>Total Operations &amp; Maintenance</b>	<b>\$ 71,102</b>	<b>\$ 71,102</b>	<b>\$ 4,731</b>	<b>\$ 66,371</b>
<b>Total Expenditures</b>	<b>\$ 202,365</b>	<b>\$ 202,365</b>	<b>\$ 130,451</b>	<b>\$ 71,914</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 28,675</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 6,653</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 35,328</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 September 30, 2021

	Adopted Budget	Prorated Budget Thru 09/30/21	Actual Thru 09/30/21	Variance
<b>Revenues</b>				
Assessments - Direct Bill	\$ 232,922	\$ 232,922	\$ 116,203	\$ (116,719)
Assessments - Lot Closings	\$ -	\$ -	\$ 116,705	\$ 116,705
Interest	\$ -	\$ -	\$ 37	\$ 37
<b>Total Revenues</b>	<b>\$ 232,922</b>	<b>\$ 232,922</b>	<b>\$ 232,945</b>	<b>\$ 23</b>
<b>Expenditures:</b>				
<b>Series 2020</b>				
Interest Payment - 5/1	\$ 177,279	\$ 177,279	\$ 177,279	\$ -
<b>Total Expenditures</b>	<b>\$ 177,279</b>	<b>\$ 177,279</b>	<b>\$ 177,279</b>	<b>\$ -</b>
<b>Other Financing Sources/(Uses)</b>				
Bond Proceeds	\$ 891,079	\$ 891,079	\$ 891,079	\$ -
Transfer In/(Out)	\$ -	\$ -	\$ (31)	\$ (31)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 891,079</b>	<b>\$ 891,079</b>	<b>\$ 891,049</b>	<b>\$ (31)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 946,722</b>		<b>\$ 946,714</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ 946,722</b>		<b>\$ 946,714</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 September 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
<b>Revenues</b>				
Developer Contributions	\$ -	\$ -	\$ 2,509,125	\$ 2,509,125
Interest	\$ -	\$ -	\$ 142	\$ 142
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,509,267</b>	<b>\$ 2,509,267</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Developer Advance Repayment	\$ -	\$ -	\$ 319,412	\$ (319,412)
Capital Outlay - Phase 1	\$ -	\$ -	\$ 2,815,748	\$ (2,815,748)
Capital Outlay - Phase 2	\$ -	\$ -	\$ 6,926,945	\$ (6,926,945)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 456,925	\$ (456,925)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,519,029</b>	<b>\$ (10,519,029)</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Bond Proceeds	\$ -	\$ -	\$ 11,793,921	\$ 11,793,921
Bond Premium	\$ -	\$ -	\$ 98,875	\$ 98,875
Transfer In/(Out)	\$ -	\$ -	\$ 31	\$ 31
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,892,826</b>	<b>\$ 11,892,826</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 3,883,064</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (4,131,940)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (248,876)</b>	



# North Powerline Road

## Combined Balance Sheet Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments - Lot Closings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,651	\$ 36,327	\$ -	\$ -	\$ -	\$ 68,978
Developer Contributions	\$ 25,381	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 65,381
Boundary Amendment Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,512	\$ -	\$ 3,250	\$ 24,761
Interest	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 2	\$ 2	\$ 6
<b>Total Revenues</b>	<b>\$ 25,381</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 20,000</b>	<b>\$ 0</b>	<b>\$ 32,651</b>	<b>\$ 36,328</b>	<b>\$ 41,512</b>	<b>\$ 2</b>	<b>\$ 3,251</b>	<b>\$ 159,126</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 800	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ 1,800	\$ 1,000	\$ 600	\$ 600	\$ -	\$ 1,000	\$ 6,400
Engineering	\$ 855	\$ -	\$ 606	\$ 235	\$ 118	\$ -	\$ 1,215	\$ 235	\$ 299	\$ -	\$ -	\$ -	\$ 3,562
Attorney	\$ 1,205	\$ 2,713	\$ 4,535	\$ 1,502	\$ 2,475	\$ 2,940	\$ 4,623	\$ 2,090	\$ 2,783	\$ 1,256	\$ 1,758	\$ 3,494	\$ 31,373
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 3,500	\$ -	\$ -	\$ 4,500
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ 228	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 3,979
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 35,000
Information Technology	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 900
Telephone	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20
Postage & Delivery	\$ 21	\$ 4	\$ 1	\$ 2	\$ 1	\$ 8	\$ -	\$ 20	\$ 37	\$ 13	\$ 29	\$ 7	\$ 143
Insurance	\$ 5,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,381
Printing & Binding	\$ 2	\$ 2	\$ 5	\$ 11	\$ -	\$ 6	\$ -	\$ 16	\$ 3	\$ 7	\$ 9	\$ -	\$ 60
Legal Advertising	\$ 1,544	\$ 435	\$ 435	\$ 508	\$ 1,240	\$ 977	\$ 2,060	\$ 435	\$ 90	\$ 3,057	\$ -	\$ -	\$ 10,779
Other Current Charges	\$ -	\$ 265	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 30	\$ 38	\$ 39	\$ 41	\$ 9	\$ 1,025
Boundary Amendment Expenses	\$ 1,429	\$ 8,916	\$ 1,191	\$ 335	\$ -	\$ 661	\$ 1,808	\$ 3,702	\$ 558	\$ 144	\$ 2,548	\$ 1,105	\$ 22,396
Office Supplies	\$ 3	\$ 3	\$ 3	\$ 3	\$ 0	\$ 3	\$ -	\$ 5	\$ 3	\$ 3	\$ 3	\$ 0	\$ 28
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 14,426</b>	<b>\$ 15,329</b>	<b>\$ 10,715</b>	<b>\$ 6,123</b>	<b>\$ 7,361</b>	<b>\$ 8,123</b>	<b>\$ 15,034</b>	<b>\$ 10,943</b>	<b>\$ 8,819</b>	<b>\$ 12,027</b>	<b>\$ 7,796</b>	<b>\$ 9,024</b>	<b>\$ 125,721</b>
<b>Operations &amp; Maintenance</b>													
<b>Field Services</b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650	\$ 650	\$ 1,300
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,810	\$ 2,810
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70	\$ 70	\$ 159	\$ 82	\$ -	\$ 240	\$ 620
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>\$ 70</b>	<b>\$ 70</b>	<b>\$ 159</b>	<b>\$ 82</b>	<b>\$ 650</b>	<b>\$ 3,700</b>	<b>\$ 4,731</b>
<b>Total Expenditures</b>	<b>\$ 14,426</b>	<b>\$ 15,329</b>	<b>\$ 10,715</b>	<b>\$ 6,123</b>	<b>\$ 7,361</b>	<b>\$ 8,123</b>	<b>\$ 15,104</b>	<b>\$ 11,013</b>	<b>\$ 8,977</b>	<b>\$ 12,110</b>	<b>\$ 8,446</b>	<b>\$ 12,725</b>	<b>\$ 130,451</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 10,956</b>	<b>\$ (15,329)</b>	<b>\$ (10,715)</b>	<b>\$ (6,123)</b>	<b>\$ (7,361)</b>	<b>\$ 11,877</b>	<b>\$ (15,104)</b>	<b>\$ 21,638</b>	<b>\$ 27,351</b>	<b>\$ 29,403</b>	<b>\$ (8,444)</b>	<b>\$ (9,474)</b>	<b>\$ 28,675</b>



# North Powerline Road

## Community Development District

### LONG TERM DEBT REPORT

SERIES 2020, SPECIAL ASSESSMENT REVENUE 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



**North Powerline Road  
Community Development District**

**Series 2020-1 FY21 Funding Request #16  
August 11, 2021**

Bill to: JMBI Real Estate, LLC


Payee		Series 2020-1 Capital Projects Fund	
1	<b>Hopping Green &amp; Sams</b> Invoice # 124031 - SR 17/92 Improvements for June 2021	\$	676.00
2	<b>Stewart &amp; Associates Property Services Inc</b> Invoice # 11191 - Pay Application # 3	\$	32,967.00
3	<b>Absolute Engineering Inc</b> Invoice # 020765 - D&S Additional ROW	\$	887.50
	Invoice # 020763 - Boundary Survey & Redesignin US 17/92	\$	13,700.00

**Total: \$ 48,230.50**

Please make check payable to:

**North Powerline Road Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020-1 project which have not previously been paid.

  
Responsible Officer



**North Powerline Road  
Community Development District**

**Series 2020-1 FY21 Funding Request #17  
September 9, 2021**

Bill to: JMBI Real Estate, LLC

Payee

Series 2020-1 Capital Projects Fund

1	Tucker Paving Inc Pay Application #9 period thru 8/25/21	\$	160,819.93
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<b>Total:</b>	<b>\$</b>	<b>160,819.93</b>
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Please make check payable to:

**North Powerline Road Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020-1 project which have not previously been paid.

  
Responsible Officer



**North Powerline Road  
Community Development District**

Series 2020-1 FY21 Funding Request #18  
September 14, 2021

Bill to: JMBI Real Estate, LLC

Payee

Series 2020-1 Capital Projects Fund

1	Stewar & Associates Property Services Inc Invoice # 11197 - Pay Application # 4	\$	68,020.00
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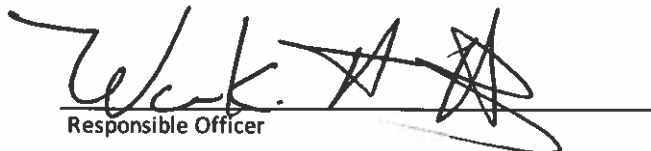
<b>Total:</b>	<b>\$</b>	<b>68,020.00</b>
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Please make check payable to:

**North Powerline Road Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020-1 project which have not previously been paid.

  
Responsible Officer



**North Powerline Road  
Community Development District**

Series 2020-1 FY21 Funding Request #19  
September 15, 2021

Bill to: JMBI Real Estate, LLC

Payee

Series 2020-1 Capital Projects Fund

1	OnSight Industries		
	Invoice # 001-21-300809-1 - 50% of Mailbox installation	\$	3,332.89

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<b>Total:</b>	<b>\$</b>	<b>3,332.89</b>
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Please make check payable to:

North Powerline Road Community Development District  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020-1 project which have not previously been paid.

  
\_\_\_\_\_  
Responsible Officer