

*North Powerline Road
Community Development District*

Meeting Agenda

November 1, 2022

AGENDA

North Powerline Road

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

October 25, 2022

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

Dear Board Members:

A meeting of the Board of Supervisors and Audit Committee of **North Powerline Road Community Development District** will be held **Tuesday, November 1, 2022 at 10:30 AM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/83032630323>

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

Meeting ID: 830 3263 0323

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers 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 October 4, 2022 Board of Supervisors Meeting
4. Consideration of Utility Easement Agreement with CW-Temples, LLC and City of Davenport—**ADDED**
5. Appointment of Audit Committee
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal for Sod from Stewart & Associates
 - D. District Manager's Report
 - i. Approval of Check Registers
 - ii. Balance Sheet & Income Statement
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

Audit Committee Meeting

1. Roll Call

¹ Comments will be limited to three (3) minutes

2. Public Comment Period
3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
4. 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 Wednesday, **October 4, 2022** at 1:33 p.m. at 346 East Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath
Lauren Schwenk
Kevin Chinoy

Chairman
Vice Chairperson
Assistant Secretary

Also present were:

Tricia Adams
Jill Burns *by Zoom*
Lauren Gentry
Marshall Tindall

District Manager, GMS
District Manager/GMS
District Counsel, KE Law
Field Manager, GMS

The following is a summary of the discussions and actions taken at the October 4, 2022 North Powerline Road Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

No members of the public were present via Zoom or in person.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the August 17,
2022 Board of Supervisors Meeting**

Ms. Adams presented the August 17, 2022 Board of Supervisors meeting minutes. She asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Minutes of the August 17, 2022 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Presentation of Field Conveyance Report

Ms. Adams presented the Field Conveyance Report and stated that the report had been prepared by Mr. Tindall.

Mr. Tindall presented the report, noting that there was sod around the playground area as well as a lot adjacent to the amenity and along the ponds. He added there were some standard treefalls within the wetlands and rusted pipes along the back of CE II that needed to be removed. There was also some erosion along pond C1 by lot #35, as well as miscellaneous sod removal around the District, and sod gaps along the street. Mr. Tindall also noted that there was a retaining wall along Jane Lane, but that they couldn't access it due to the way it was positioned. It was discussed that they would look further into it. He added that there was a fence line that needed to be pulled out and replaced, noting that he would check if it was CDD or contractor responsibility. Lastly, Mr. Tindall noted there was a model home near the main entrance where there was a section of land that was consistently wet that needed to be investigated. Mr. Heath noted that since the property was adjacent to a wetland. The Board discussed that Mr. Tindall would get quotes for sod repair.

FIFTH ORDER OF BUSINESS

**Consideration of Conveyance Documents
for Phase 1**

Ms. Adams presented the documents, adding that there were draft versions included in the electronic agenda. She noted that they were for the Phase 1 improvements for tracts B, C1, C2, and C3 on the Bella Vita Phase 1A and 1B1 plat. She added that it included roadways, drainage, stormwater management facilities, landscaping, entry features, and recreational and open space. She noted that the packet included the conveyance letter that they typically have, declaration regarding costs paid and the Engineer's certificate, contractors acknowledgment and releases, and a bill of sale for the improvements. She asked for approval in substantial form.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Conveyance Documents for Phase 1, was approved in substantial form.

SIXTH ORDER OF BUSINESS**CLOSED SESSION of Board Discussion
Regarding Security**

Ms. Adams stated that the discussion would not be closed due to there being no members of the public present. She stated that there was a proposal for security services at the Amenity Center. She added that there was a hybrid model of security services shown with an onsite officer at the pool during peak hours, as well as a patrol service that checks and photographs the amenities to assess for damage or unauthorized access.

Ms. Burns presented the proposal, noting that it was the same setup that other Districts also had. There was the option for a 3-day or 2-day service with roving. She recommended they start with the 2-day option based on the timing of the year. She asked for a motion to approve. It was noted that counsel would prepare the agreement.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Security Proposal from Securitas with Selected Option 2, was approved.

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

Ms. Gentry stated she had nothing further to report.

B. Engineer

There being none, the next item followed.

C. Field Manager's Report

Mr. Tindall reviewed the report, noting that they were completing recovering from hurricane preparation, as well as that they would be closing a bridge that had a tree leaning against until it was removed. He added that there was tree removal that needed to be completed and street signs that need to be put back up.

D. District Manager's Report

i. Approval of Check Register

Ms. Adams stated there was no check register to present, therefore there was no action required.

ii. Balance Sheet & Income Statement

Ms. Adams presented the financials, asking if there were any questions. Hearing none,

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Adams asked for a motion to adjourn the meeting.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

This instrument prepared by and
after recording return to:

Jarrett D. Bingemann, Esquire
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2022 ("**Effective Date**"), by and between the **NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes, having a mailing address of c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("**CDD**"), **CW-TEMPLES LLC**, a Delaware limited liability company, having an address of 8655 South Priest Drive, Tempe AZ 85284 ("**CW**"), and the **CITY OF DAVENPORT, FLORIDA**, a municipality of the State of Florida ("**City**") (each an "**Owner**" and collectively the "**Owners**" and/or "**Parties**").

RECITALS:

A. CDD is the owner of certain real property located in Polk County, more particularly described and depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference (collectively, the "**CDD Parcel**").

B. CW is the owner of that certain real property located in Polk County, Florida more particularly described and depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**CW Parcel**").

C. The CDD Parcel and CW Parcel are sometimes hereinafter referred to collectively as the "**Property**".

D. CW has requested, and the CDD has agreed to grant to CW and the City, certain easements over the CDD Parcel for the installation, operation, and maintenance of certain Utility Facilities (defined herein) within the CDD Parcel in connection with CW's development of the CW Parcel as a residential subdivision containing one hundred ninety-eight (198) townhome lots having frontage of twenty-two (22) feet each and related improvements ("**Subdivision Improvements**"), in accordance with the requirements of the City and other governmental entities having jurisdiction over the CW Parcel ("**Approvals**"), all as more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are acknowledged to be true and correct and by this reference are hereby incorporated into this Agreement as if fully set forth herein.

2. Easements. The easements described in Sub-paragraphs a., b., c., and d. below are hereinafter collectively referred to as the "**Easements**", all easement areas described in Sub-paragraphs a., b., c., and d. below are hereinafter collectively referred to as the "**Easement Areas**," and all improvements and facilities constructed on or in connection with such Easement Areas, consistent with the purpose of the Easements, are hereinafter collectively referred to as the "**Easement Facilities**".

a. Temporary Construction Easement. CDD does hereby create, grant, and establish in favor of CW, and its respective contractors, agents, and licensees with respect to the development of the CW Parcel, a temporary, non-exclusive easement over, through and upon the CDD Parcel and within immediate proximity thereof (the "**Temporary Construction Easement Area**"), as and to the extent reasonably necessary to allow CW to install the Utility Facilities (defined herein) (the "**Temporary Construction Easement**"). The Temporary Construction Easement shall automatically terminate upon CW's installation of the Utility Facilities, and receipt of certification of the respective Subdivision Improvements by the City.

b. Utility Easement. CDD hereby grants and establishes in favor of CW and the City, and its respective employees, contractors, subcontractors, and agents, solely with respect to and for the benefit of the CW Parcel, a perpetual, non-exclusive easement for the installation, construction, connection, operation, repair, maintenance, and replacement of the Utility Facilities (the "**Utility Easement**") under, through and across the CDD Parcel as and to the extent reasonably necessary to connect to certain offsite utility systems and infrastructure, including but not limited to potable water lines, reuse water lines, and sewer lines, and related improvements. The Utility Easement and all such systems, structures, mains, lines, conduits and other utilities constructed upon or installed within the CDD Parcel pursuant to the terms hereof (collectively, the "**Utility Facilities**") shall be permitted, installed, and maintained by CW at its sole cost and expense.

c. Rights Reserved and Use of Easement Rights. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. The Owner of the Property over which the Easement Areas lie shall have the right to use the Easement Areas on such Owner's Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of the beneficiaries of the Easements. The easement rights granted pursuant to this Section 2 shall be utilized in accordance with the rules and regulations of, and pursuant to all permits issued by, any applicable governmental agencies, including but not limited to the Approvals. No reasonable exercise of any rights granted under this Section 2 shall be deemed an overburdening of the subject Easement Areas.

In the event that dedication to the public or any governmental entity of any Easement Facilities or the Easement Areas of any Easement, is necessary or desirable in connection with the development of the Property, the Owners will reasonably cooperate with one

another in connection with such dedication activities, to be performed at the sole cost and expense of the Party desiring such dedication, and to execute any such reasonably necessary documentation and materials concerning same, including but not limited to, an amendment to this Agreement.

As and to the extent of any such dedication, the subject Easement and all other rights and obligations contained in this Agreement as to the subject Easement Area and Easement Facilities so dedicated shall correspondingly terminate and be of no further force or effect, automatically upon such dedication, and with no further action required by the Owners. Although the termination provided for herein shall take effect automatically without the consent of the Owners, each Owner agrees to execute upon request a release of this Agreement, in recordable form, as to each Easement, portion of the Easement Area or Easement Facilities so dedicated.

d. Narrowing Descriptions of Easement Areas. The Easement Areas may be more narrowly described and determined by an Owner in connection with the development of such Owner's portion of the Property. In order for an Owner to so modify the description of the Easement Areas, such Owner shall submit to the other Owner a boundary survey or sketch of description of the proposed specific area for the location of the Easement Areas. No Owner shall unreasonably withhold, delay or condition its approval of the modification of the Easement Areas. Each Owner shall at all times deal with the other in good faith and respond expeditiously to proposals or requests concerning modification of the location of any of the Easement Areas until said location has been finally mutually agreed upon. Any such modification to the location of the Easement Areas shall be evidenced in the Public Records of Polk County, Florida by the execution and recording of an amendment to this Agreement, and each Owner hereby agrees to join in the execution of such amendment to this Agreement as contemplated above.

e. Construction Liens. No rights created herein shall permit or empower any Party to encumber the other Party's Property with any liens or claims of liens arising from the construction, installation, maintenance, repair and/or replacement of the improvements contemplated hereunder (collectively, "Lien"). In this regard, each Party shall not suffer nor permit any Lien to be placed upon or recorded against the other Party's Property and, in case of any such Lien attaching, shall immediately pay or transfer to separate security, and remove same of record. If a Party causes or allows a Lien to be placed upon any Property not owned by said Party and, thereafter, fails to pay or transfer to separate security and remove same of record within thirty (30) days of said Party's actual notice that said Lien has been filed or recorded, then the owner of the Parcel affected by the Lien ("Satisfying Owner"), at its sole election, may pay and satisfy the same or transfer same to other security, and in such event the Party who allowed or caused the Lien to arise shall reimburse the Satisfying Owner any and all sums so paid, including interest at the highest rate permitted under Florida law, accruing from the date of payment by the Satisfying Owner of the Lien amount and including all reasonable costs and expenses incurred by the Satisfying Owner in connection therewith. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the CDD is a local unit of special purpose government and is not an "Owner" as defined in section 713.01(23), *Florida Statutes*. Therefore, there are no lien rights available to any person providing materials or services for improvements in connection with CW's installation, operation, or maintenance of the Utilities Facilities, and CW

shall notify any contractors, material suppliers, or others claiming interest in the work performed on the CDD Property of the same.

f. Conditions on the Easement. The Easement rights granted herein are for the purposes contemplated by this Agreement only and are thereby limited to the scope of the Easements granted herein and solely in the Property. Owners shall use all due care to accomplish the work in the Easements without damage to the Property and surrounding areas. CW shall assume responsibility for any and all damage to any real or personal property of the CDD or any third parties as a result of CW's use of the Property under this Agreement. Further, CW shall be responsible for returning the Property to its original or better condition should any damage occur. In the event that there is any damage to the Property and CW does not expeditiously repair the damage, the CDD may repair the damage and pursue reimbursement of the costs from CW.

3. Indemnification. CW and Starlight (individually and collectively, the "**Indemnifying Party**") shall, at all times save, defend, and keep the other Owners free and harmless from any and all damages, liabilities, claims or expenses occasioned by any act of negligence of the Indemnifying Party, or of any contractor, agent or employee of the Indemnifying Party, or otherwise arising out of or in connection with the exercise of the rights granted herein to the Indemnifying Party; excepting, however, that no Owner shall be indemnified against loss or liability resulting from its own negligence or the negligence of its own contractors, employees and agents. Moreover, nothing in this Agreement shall be deemed as a waiver of the CDD's sovereign immunity or the CDD's limits of liability as set forth in section 768.28, Florida Statutes or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

5. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement. Any such breach, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and effective against such Owner of any of said Property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the Easements and it supersedes all understandings or agreements between the Parties existing prior to the Effective Date.

7. Binding Effect. All terms and provisions of this Agreement are binding upon the Parties hereto and their respective successors and assigns. Further, all terms and provisions of this Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the Property described herein, binding upon and inuring to the benefit of the Parties hereto,

their respective heirs, successors, successors-in-title, legal representatives and assigns, including but not limited to any associations and/or community development districts serving as the respective operational entity for the respective portion of the Property. Any Owner shall be bound by this Agreement only as to the Property or portion thereof owned by same. In addition, an Owner shall be bound by this Agreement only during the period it is the fee simple owner of such Property or portion thereof, except as to obligations, liabilities or responsibilities that arise or accrue during said period.

8. Third Party Beneficiary. The Parties acknowledge that **STARLIGHT HOMES FLORIDA L.L.C.**, a Delaware limited liability company, and/or any affiliate thereof (collectively, "**Starlight**") is a third party beneficiary with the right to exercise the rights of CW under this Agreement as a licensee of CW, pursuant to the terms and conditions of a separate agreement between CW and Starlight. CDD agrees to recognize same, and cooperate with Starlight's efforts with respect to the CW Parcel, and promptly execute any such documents and materials reasonably requested by Starlight in connection with same.

9. Amendment. Any amendment to this Agreement shall only be effective if in writing, executed by the Party against whom the amendment is sought to be enforced, and recorded in the Public Records of Polk County, Florida.

10. Defaults and Remedies. In the event any Party breaches any of its covenants, obligations, promises or requirements set forth in this Agreement, the other Parties shall be entitled to pursue and enforce all remedies or rights specified in this Agreement or that may also otherwise be available at law or in equity, including, but not limited to, (i) specific performance, and (ii) the right to file a lien against the Property of the defaulting Party. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. The Parties acknowledge and agree that the pursuit by a Party of any one remedy shall not operate as an election of remedies prohibiting the pursuit of other remedies established by this Agreement.

Notwithstanding anything in the foregoing to the contrary, a "Default" by any Party with respect to any of its obligations hereunder shall be deemed to exist only in the event that any non-defaulting Party notifies the defaulting Party in writing specifically describing the nature of the alleged failure by the defaulting Party under this Agreement, and only in the event that the defaulting Party has not cured such failure within fifteen (15) days of the defaulting Party's receipt of such written notice from a non-defaulting Party (or if such default cannot reasonably be cured within fifteen (15) days, then only if the defaulting Party shall fail to commence action within said fifteen (15) day period intended to result in cure of such failure, and thereafter diligently pursue same to completion), or within three (3) days of the defaulting Party's receipt of such written notice from a non-defaulting Party if such written notice alleges that such breach involves disruption of access to or the business operations on the non-defaulting Party's Property.

Notwithstanding the foregoing, no lien levied pursuant to this Section shall be deemed to attach, or otherwise encumber title, to any platted residential Lot, or tract to be owned by homeowners association and/or community development district.

The Parties acknowledge and agree that they have carefully considered and negotiated this Section 10 concerning remedies upon possible breach or default and that in such negotiations each Party has been represented by counsel of its choice.

11. Attorneys' Fees. In the event of any action to enforce this Agreement (including an action to recover damages for its breach), any provision hereof or any matter arising herefrom, each Party shall be responsible to only pay its respective attorneys' fees and expenses and costs of litigation no matter who is the prevailing Party.

12. Construction. Each Party hereto hereby acknowledges that all Parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

13. Execution and Counterparts. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

14. Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Polk County, Florida.

15. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address set forth below, whether same are personally delivered, transmitted electronically (i.e., facsimile device), mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

If to CDD: North Powerline Road Community
Development District
c/o Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With copies to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

If to CW: CW-TEMPLES, LLC
Attn: John Cork
8655 South Priest Drive
Tempe, Arizona 85284
Email: jcork@coronadowest.com

With copies to: Starlight Homes Florida L.L.C.
c/o Ashton Orlando Residential, L.L.C.
1064 Greenwood Boulevard, Suite 124
Lake Mary, Florida 32746
Attention: Division President and VP of Acquisition
Telephone: (407) 708-0192

With copies to: Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
Attention: Jarrett D. Bingemann, Esq.
Telephone: (407) 419-8551
Email: jarrett.bingemann@akerman.com

If to City: City of Davenport
1 South Allapaha Ave
Davenport FL 33836
Telephone: (863) 419-3300

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

16. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Owners nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate Owner, and no such Owner shall have the right to act as an agent for another Owner unless expressly authorized to do so herein or by separate instrument signed by the Parties to be charged.

17. Time. Time is of the essence of this Agreement. Notwithstanding anything in the foregoing to the contrary, in the event that the time for performance of any event or obligation under this Agreement ends on a Saturday, Sunday, or legal holiday, then the date for performance of such event or obligation shall automatically extend to the next day that is not a Saturday, Sunday or legal holiday.

18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

19. Further Assurances. Each Party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

20. Paragraph Headings. The paragraph and sub-paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any section herein.

21. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. Successors and Assigns. This Agreement shall run with title to the Property, and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all Parties to this Agreement.

23. Authority. Each Owner represents and warrants to the other Owners that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all Parties, this Agreement shall be valid and binding upon the Parties hereto and their successors in interest and assigns.

[Remainder of Page Intentionally Blank – Signatures Begin on the following page]

IN WITNESS WHEREOF, Starlight has executed this Agreement and affixed its seal the day and year first above written.

"CW"

CW-TEMPLES, LLC, a Delaware limited liability company


Print Name: Mark John

By: 
Name: John Cork
Title: President

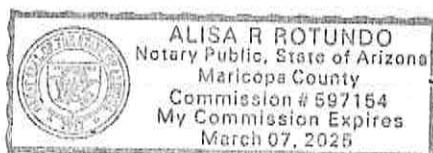

Print Name: Burton Winward


STATE OF ARIZONA

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of October, 2022, by John Cork as President of CW-TEMPLES, LLC, a Delaware limited liability company, on behalf of the company. Said person (check one) ☒ is personally known to me or ☐ produced as identification.

(Notary Stamp / Seal)




Print Name: Alisa R. Rotundo
Notary Public, State of Arizona
Commission No.: 597154
My Commission Expires: 3/7/2025

"CDD"

**NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**, a unit of special
purpose local government organized and existing
under Chapter 190, Florida Statutes

Print Name: _____ By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 2022, by
_____, as _____ of the **NORTH
POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a unit of special
purpose local government organized and existing under Chapter 190, Florida Statutes. Said person
(check one) ☐ is personally known to me or ☐ produced _____ as
identification.

(Notary Stamp / Seal)

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

"City"

CITY OF DAVENPORT, FLORIDA, a
municipality of the State of Florida

By: H.B. Robinson III
Name: H.B. Robinson, III
Title: Mayor

Madelin Ortega
Print Name: Madelin Ortega

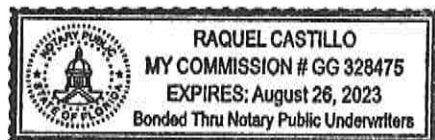
Emely Borrego
Print Name: Emely Borrego

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before by means of ☒ physical presence or
☐ online notarization, this 27th day of October, 2022, by
HB ROBINSON III, as MAYOR of the **CITY OF**
DAVENPORT, FLORIDA, a municipality of the State of Florida. Said person (check one) ☒ is
personally known to me or ☐ produced _____ as identification.

(Notary Stamp / Seal)



Raquel Castillo
Print Name: RAQUEL CASTILLO
Notary Public, State of Florida
Commission No.: GG 328475
My Commission Expires: 8/26/23

EXHIBIT "A"
(CDD Parcel)

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING A PORTION OF TRACT C-3, BELLA VITA PHASE 1A AND 1B-1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 8-16, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT C-3, RUN S00°50'33"W ALONG THE WEST LINE OF SAID TRACT C-3, A DISTANCE OF 520.23 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 17°44'48"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.13 FEET (CHORD BEARING = N86°41'19"E, CHORD = 20.05 FEET); THENCE RUN N00°50'33"E, A DISTANCE OF 519.05 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C-3; THENCE RUN N89°55'41"W ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.24 ACRES, MORE OR LESS.

ABBREVIATIONS/LEGEND
SEC. SECTION
O.R.B. OFFICIAL RECORDS BOOK
PGS. PAGES
TEMP. TEMPORARY
R RADIUS
L LENGTH
CB CHORD BEARING
CD CHORD DISTANCE
Δ CENTRAL ANGLE
O DESCRIPTIVE POINT

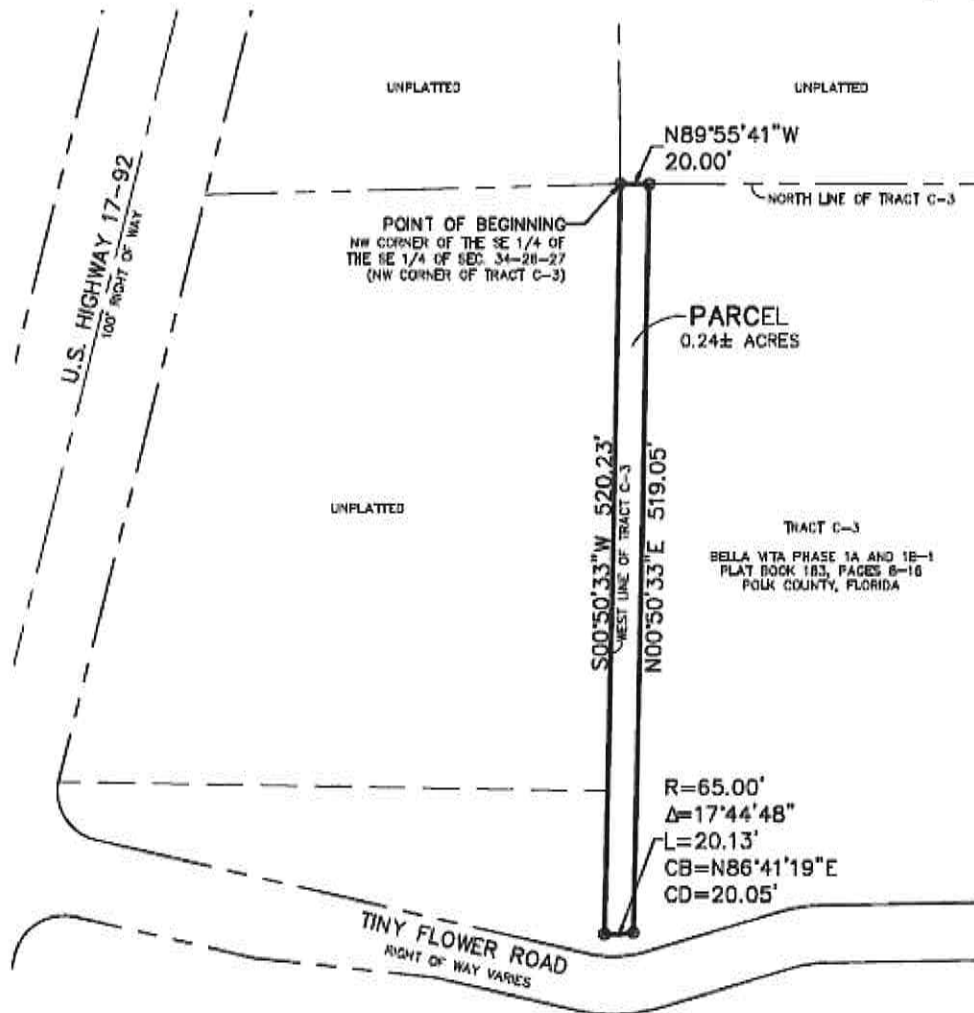
NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: ELEVATION DEVELOPMENT HOLDINGS, LLC

DATE OF SKETCH	6/1/2022	REVISIONS	<div style="text-align: center;">JOHNSTON'S SURVEYING INC. <small>900 Cross Florida Parkway, Kissimmee, Florida 34754 Tel. (407) 847-2179 Fax (407) 847-9140</small></div> <div style="text-align: right;">6/6/2022</div> <div style="text-align: center;">RICHARD D. BROWN, P.S.M. #5700 (DATE) <small>NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.</small></div>
SCALE	1" = 100'		
FB.	PAGE		
SECTION	34		
TWP. 26	S. 1, R. 27	E.	
JOB NO.	21-356	SHEET 1 OF 2	

SKETCH OF DESCRIPTION



JOHNSTON'S
SURVEYING INC.
600 Cross Pkwy. Palmdale, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-0140

SHEET 2 OF 2

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING A PORTION OF TRACT C-3, BELLA VITA PHASE 1A AND 1B-1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 8-16, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34, RUN N89°55'41"W ALONG THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 97.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°55'41"W ALONG SAID LINE, A DISTANCE OF 20.00 FEET; THENCE RUN S00°00'00"E, A DISTANCE OF 245.92 FEET; THENCE RUN N89°18'58"E, A DISTANCE OF 20.00 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 245.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

ABBREVIATIONS/LEGEND

SEC. SECTION
O.R.B. OFFICIAL RECORDS BOOK
PAGES PAGES
TEMP. TEMPORARY
R. RADIUS
L. LENGTH
CB. CHORD BEARING
CD. CHORD DISTANCE
A. CENTRAL ANGLE
O. DESCRIPTIVE POINT

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

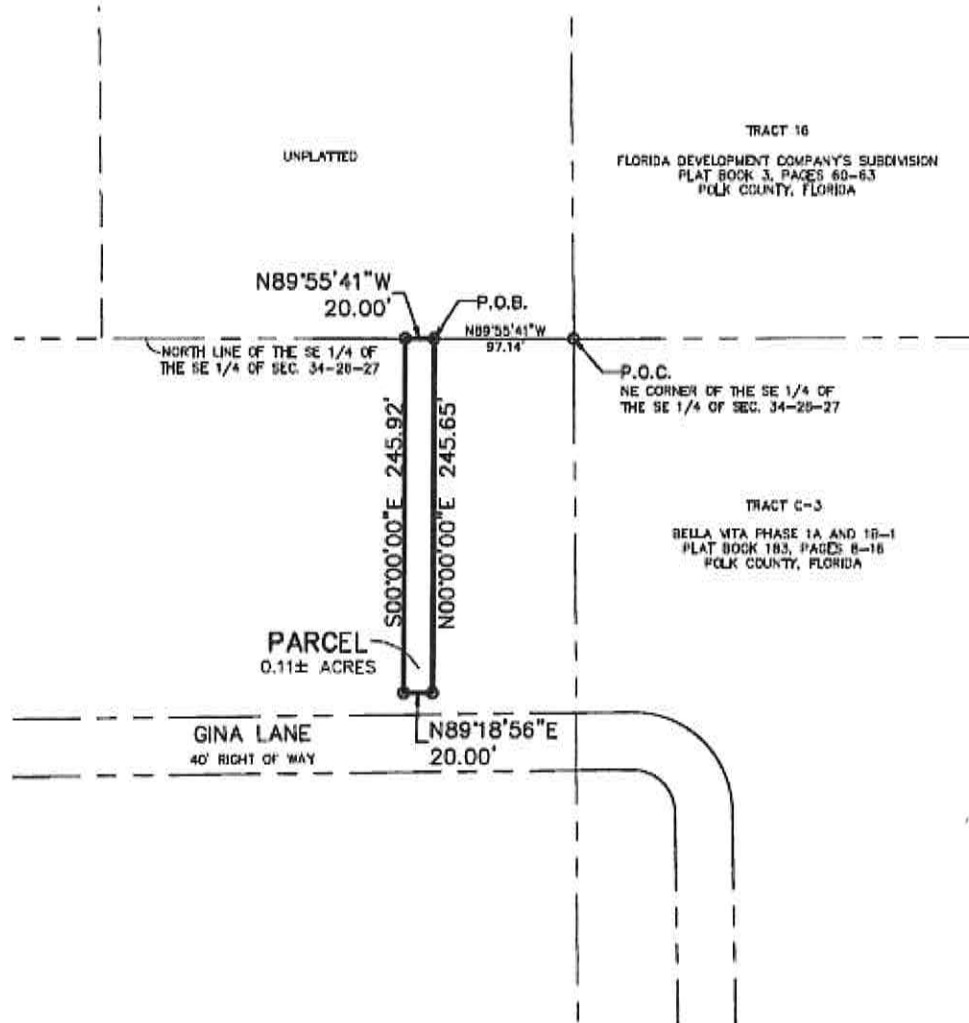
REQUESTED BY: ELEVATION DEVELOPMENT HOLDINGS, LLC

DATE OF SKETCH	6/1/2022	REVISIONS
SCALE	1" = 100'	
FB.	PAGE	
SECTION	34	
TWP.	26 S., RANG. 27 E.	
JOB NO.	21-356	SHEET 1 OF 2

JOHNSTON'S
SURVEYING INC.
920 Cross Profile Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2170 Fax (407) 847-8140

R.D.B. 6/6/2022
RICHARD D. BROWN, P.S.M. #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



JOHNSTON'S
SURVEYING INC.
900 Cross Florida Parkway, Wintergreen, Florida 34724
Tel. (407) 847-2178 Fax (407) 847-8140

SHEET 2 OF 2

EXHIBIT "B"
(CW Parcel)

PARCEL 1:

The NE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 27 East, Polk County, Florida,
LESS AND EXCEPT THE FOLLOWING:

Begin on the West boundary of the NE 1/4 of the SE 1/4 of said Section 34, Township 26 South, Range 27 East, 293.10 feet South of the Northwest corner thereof and run South 71°00'18" East 89.90 feet, thence South 0°00'18" East, parallel with the West boundary of said NE 1/4 of SE 1/4, 161.05 feet; thence North 71°00'18" West 89.90 feet to the West boundary of said NE 1/4 of SE 1/4; thence North 0°00'18" West along said boundary 161.05 feet to the point of beginning, and LESS AND EXCEPT Begin on the West boundary of the NE 1/4 of the SE 1/4 of said Section 34, Township 26 South, Range 27 East, 454.15 feet South of the Northwest corner thereof and run South 71°00'18" East 89.90 feet; thence South 0°00'18" East, parallel with the West boundary of said NE 1/4 of SE 1/4 180 feet; thence North 71°00'18" West 89.90 feet to the West boundary of said NE 1/4 of SE 1/4; thence North 0°00'18" West along said boundary 180 feet to the point of beginning, and LESS AND EXCEPT Begin on the West boundary of the NE 1/4 of the SE 1/4 of said Section 34, Township 26 South, Range 27 East, 634.15 feet South of the Northwest corner thereof and run South 71°00'18" East 89.90 feet; thence South 0°00'18" East, parallel with the West boundary of said NE 1/4 of SE 1/4, 85 feet, thence North 71°00'18" West 89.90 feet to the West boundary of said NE 1/4 of SE 1/4; thence North 0°00'18" West along said boundary 85 feet to the point of beginning, and LESS AND EXCEPT Any portion of said NE 1/4 of SE 1/4 lying within the bounds of that certain property as described in that certain deed filed to the State of Florida, dated October 25, 1932, filed July 9, 1934, recorded in Deed Book 515 Page 89, Public Records of Polk County, Florida, and LESS AND EXCEPT Right-of-way for SR 600 (U.S. Highway 17-92).

ALSO LESS AND EXCEPT THE FOLLOWING THREE (3) PARCELS:

The North one half of the East 327.00 feet of the NE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 27 East, Polk County, Florida,

The South one half of the East 327.00 feet of the NE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 27 East, Polk County, Florida, and

The West 330.00 feet of the East 657.00 feet of the North 1/2 of the NE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 27 East, Polk County, Florida.

PARCEL 2:

The West 330.00 feet of the East 657.00 feet of the North 1/2 of the NE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 27 East, Polk County, Florida.

PARCEL 3:

The North one half of the East 327.00 feet of the NE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 27 East, Polk County, Florida.

PARCEL 4:

The South one half of the East 327.00 feet of the NE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 27 East, Polk County, Florida.

THE ABOVE DESCRIBED LANDS ALSO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST ¼ OF THE SOUTHEAST ¼, RUN N89°55'43"W ALONG THE NORTH LINE OF SAID NORTHEAST ¼ OF THE SOUTHEAST 1/4, A DISTANCE OF 1,216.38 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 17-92, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 5,679.56 FEET AND A CENTRAL ANGLE OF 03°10'03"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 313.98 FEET (CHORD BEARING = S20°21'40"W, CHORD = 313.94 FEET); THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN S70°38'49"E, A DISTANCE OF 84.64 FEET; THENCE RUN S00°44'31"E, A DISTANCE OF 426.05 FEET; THENCE RUN S16°16'39"W, A DISTANCE OF 291.23 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST ¼ OF THE SOUTHEAST 1/4; THENCE RUN S01°01'56"E ALONG SAID WEST LINE, A DISTANCE OF 304.34 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST ¼ OF THE SOUTHEAST 1/4; THENCE RUN S89°55'41"E ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF THE SOUTHEAST 1/4, A DISTANCE OF 1,333.22 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST ¼ OF THE SOUTHEAST ¼; THENCE RUN N00°43'26"W ALONG THE EAST LINE OF SAID NORTHEAST ¼ OF THE SOUTHEAST ¼, A DISTANCE OF 1,332.51 FEET TO THE POINT OF BEGINNING.

SECTION VI

SECTION C

North Powerline Road CDD

Field Management Report



November 01st, 2022

Clayton Smith

Field Services Manager

GMS

Complete

Amenity Review

- ✚ Monitoring facility and maintenance contracts.
- ✚ Facility pre and post storm preparations were completed.
- ✚ Installed a UPS for electrical room.



Complete

Landscape Review

- ✚ Monitoring area with landscaper and aquatics vendor.
- ✚ Landscaping has gone in at rear entrance monument sign.



Complete

General Maintenance

- ✚ Replaced stolen fire extinguisher.
- ✚ Replaced leaking valve under sink.



In Progress

Landscaping

✚ Entrance Annuals replacements and palm trimming is being arranged.



In Progress

Hurricane Cleanup

- ✚ Coordinating with landscaper to clear downed trees.
- ✚ Reinstalled downed street signs that were able to be located and working to replace missing ones.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION 1



PO Box 116
Lutz, Florida 33548

Estimate

Date	Estimate #
10/4/2022	1175

Name / Address
Horse Creek Phase 1

P.O. No.

Description	Qty	Cost	Total
Additional sod areas 1, 2,5 and 8.			
Bahia Sod - sf	9,200	0.35	3,220.00
St. Augustine - sf	400	0.70	280.00
Cleanup and bed prep - ls	1	600.00	600.00
Approved by: _____		Total \$4,100.00	
Title: _____			

SECTION D

SECTION 1

North Powerline Road Community Development District

Summary of Checks

August 6, 2022 to September 23, 2022

Bank	Date	Check No.'s	Amount	
General Fund	8/11/22	359 - 360	\$	7,122.44
	8/18/22	361 - 366	\$	53,584.59
	8/24/22	367 - 371	\$	5,401.60
	8/25/22	372	\$	2,670.37
	8/31/22	373 - 374	\$	1,406.67
	9/7/22	375 - 377	\$	3,803.50
	9/15/22	378 - 381	\$	21,346.24
	9/21/22	382 - 386	\$	10,972.32
			\$	106,307.73

*** CHECK DATES 08/06/2022 - 09/23/2022 ***
 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 #
8/18/22	00054	8/17/22 08172022	202208 300-15500-10000	PLAYGRND/FUR LEASE-SEP 22	*	2,390.70	
				WHFS, LLC			2,390.70 000366
8/24/22	00057	8/17/22 DA081720	202208 310-51300-11000	SUPERVISOR FEE 08/17/22	*	200.00	
				DANIEL ARNETTE			200.00 000367
8/24/22	00008	8/17/22 KC081720	202208 310-51300-11000	SUPERVISOR FEE 08/17/22	*	200.00	
				KEVIN CHINOY			200.00 000368
8/24/22	00009	8/17/22 LS081720	202208 310-51300-11000	SUPERVISOR FEE 08/17/22	*	200.00	
				LAUREN SCHWENK			200.00 000369
8/24/22	00029	7/31/22 00047710	202207 310-51300-48000	NOT FY23 BUD & ASSESSMENT	*	4,601.60	
				CA FLORIDA HOLDINGS, LLC			4,601.60 000370
8/24/22	00011	8/17/22 RH081720	202208 310-51300-11000	SUPERVISOR FEE 08/17/22	*	200.00	
				RENNIE HEATH			200.00 000371
8/25/22	00044	8/25/22 08252022	202208 300-20700-10200	ASSESSMENT TXFER - S2020	*	2,670.37	
				NORTH POWERLINE ROAD CDD C/O USBANK			2,670.37 000372
8/31/22	00049	6/01/22 16717	202206 320-53800-47000	LAKE MAINTENANCE - JUN 22	*	882.76	
		6/01/22 16717	202206 320-53800-47000	FUEL SURCHARGE - JUN 22	*	17.66	
				AQUAGENIX			900.42 000373
8/31/22	00034	8/03/22 6615	202208 320-53800-46300	ANNUALS	*	506.25	
				PRINCE & SONS INC.			506.25 000374
9/07/22	00051	8/25/22 7998	202208 330-57200-48200	MTHLY CLEANING SVC-AUG 22	*	550.00	
				CSS CLEAN STAR SERVICES CENTRAL FL			550.00 000375
9/07/22	00032	8/11/22 3654	202207 310-51300-31500	GEN.COUNSEL/MTHLY MEETING	*	1,753.50	
				KE LAW GROUP, PLLC			1,753.50 000376

NPRC NORTH POWER LI MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/07/22	00050	9/01/22 16964	202209 330-57200-48500		*	1,500.00	
			POOL MAINTENANCE - SEP 22				
				RESORT POOL SERVICES DBA			1,500.00 000377
9/15/22	00014	8/31/22 021289	202208 310-51300-42000		*	24.04	
			POSTAGE				
				ABSOLUTE ENIGNEERING INC			24.04 000378
9/15/22	00004	9/12/22 16831	202209 300-15500-10000		*	17,762.00	
			FY23 GEN LIAB. INSURANCE				
				EGIS INSURANCE ADVISORS, LLC			17,762.00 000379
9/15/22	00032	9/09/22 4007	202208 310-51300-31500		*	1,169.50	
			GEN.COUNSEL/MTHLY MEETING				
				KE LAW GROUP, PLLC			1,169.50 000380
9/15/22	00054	9/14/22 09142022	202209 300-15500-10000		*	2,390.70	
			PLAYGRND/FUR LEASE-OCT 22				
				WHFS, LLC			2,390.70 000381
9/21/22	00049	9/01/22 19919	202209 320-53800-47000		*	882.76	
			LAKE MAINTENANCE - SEP 22				
		9/01/22 19919	202209 320-53800-47000		*	17.66	
			FUEL SURCHARGE - SEP 22				
				AQUAGENIX			900.42 000382
9/21/22	99999	9/21/22 VOID	202209 000-00000-00000		C	.00	
			VOID CHECK				
				*****INVALID VENDOR NUMBER*****			.00 000383
9/21/22	00006	7/31/22 71	202207 320-53800-48000		*	422.50	
			MOUNTED 4 SIGNS/LEAKS				
		9/01/22 68	202209 310-51300-34000		*	3,004.17	
			MANAGEMENT FEES - SEP 22				
		9/01/22 68	202209 310-51300-35200		*	100.00	
			WEBSITE MANAGEMENT-SEP 22				
		9/01/22 68	202209 310-51300-35100		*	150.00	
			INFORMATION TECH - SEP 22				
		9/01/22 68	202209 310-51300-31300		*	500.00	
			DISSEMINATION SVCS-SEP 22				
		9/01/22 68	202209 330-57200-48300		*	416.67	
			AMENITY ACCESS - SEP 22				
		9/01/22 68	202209 310-51300-51000		*	3.31	
			OFFICE SUPPLIES				
		9/01/22 68	202209 310-51300-42000		*	49.61	
			POSTAGE				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/01/22	68	COPIES	202209 310-51300-42500		*	1.65	
9/01/22	68	DISSEMINATION SVCS-JUL 22	202209 310-51300-31300		*	83.33	
9/01/22	68	DISSEMINATION SVCS-AUG 22	202209 310-51300-31300		*	83.33	
9/01/22	68	AMENITY ACCESS - JUL 22	202209 330-57200-48300		*	83.33-	
9/01/22	68	AMENITY ACCESS - AUG 22	202209 330-57200-48300		*	83.33-	
9/01/22	69	FIELD MANAGEMENT - SEP 22	202209 320-53800-34000		*	1,250.00	
9/01/22	69	HOME DEPOT/ACCESS TR.COM	202209 320-53800-49000		*	833.90	
GOVERNMENTAL MANAGEMENT SERVICES							6,731.81 000384
9/21/22	00029	8/31/22 00048462	202208 310-51300-48000		*	349.67	
FY23 NOT BUDGET HEARING							
CA FLORIDA HOLDINGS, LLC							349.67 000385
9/21/22	00034	9/01/22 6805	202209 320-53800-46200		*	2,990.42	
LAWN MAINTENANCE - SEP 22							
PRINCE & SONS INC.							2,990.42 000386
TOTAL FOR BANK A						106,307.73	
TOTAL FOR REGISTER						106,307.73	

North Powerline Road Community Development District

Summary of Checks

September 24, 2022 to October 21, 2022

Bank	Date	Check No.'s	Amount	
General Fund	9/26/22	387	\$	200.00
	9/30/22	388	\$	5,000.00
	10/6/22	389 - 392	\$	700.00
	10/12/22	393	\$	150.00
	10/14/22	394 - 400	\$	10,687.73
	10/21/22	401 - 407	\$	22,405.81
			\$	39,143.54

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 10/25/22		PAGE 1	
*** CHECK DATES 09/24/2022 - 10/21/2022 ***		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 #				
9/26/22	00008	12/15/21 KC121520	202112 310-51300-11000 SUPERVISOR FEES-12/15/21	KEVIN CHINOY			*	200.00	200.00 000387						
9/30/22	00006	9/15/22 70	202209 300-15500-10000 ASSESSMENT ROLL - FY23	GOVERNMENTAL MANAGEMENT SERVICES			*	5,000.00	5,000.00 000388						
10/06/22	00052	9/30/22 2	202209 310-51300-31300 REVISED AMORT SER2020	DISCLOSURE SERVICES LLC			*	100.00	100.00 000389						
10/06/22	00008	10/04/22 KC100420	202210 310-51300-11000 SUPERVISOR FEE 10/04/22	KEVIN CHINOY			*	200.00	200.00 000390						
10/06/22	00009	10/04/22 LS100420	202210 310-51300-11000 SUPERVISOR FEE 10/04/22	LAUREN SCHWENK			*	200.00	200.00 000391						
10/06/22	00011	10/04/22 RH100420	202210 310-51300-11000 SUPERVISOR FEE 10/04/22	RENNIE HEATH			*	200.00	200.00 000392						
10/12/22	00016	10/12/22 10122022	202210 320-53800-43200 DEPOSIT-1 TINY FLOWER RD	CITY OF DAVENPORT			*	150.00	150.00 000393						
10/14/22	00049	10/01/22 22284	202210 320-53800-47000 LAKE MAINTENANCE - OCT 22	AQUAGENIX			*	918.00	918.00 000394						
10/14/22	00051	9/22/22 8204	202209 330-57200-48200 MTHLY CLEANING SVC-SEP 22	CSS CLEAN STAR SERVICES CENTRAL FL			*	550.00	550.00 000395						
10/14/22	00006	8/31/22 72	202208 330-57200-48000 FIXED FENCE/SINK/FOUNTAIN	GOVERNMENTAL MANAGEMENT SERVICES			*	161.25	169.61 000396						
		9/23/22 73	202208 320-53800-48000 GEN MTHLY MAINT MATERIALS				*	8.36							
10/14/22	00032	10/04/22 4256	202209 310-51300-31500 GEN.COUNSEL/UTILEASEMNT	KE LAW GROUP, PLLC			*	1,919.00	1,919.00 000397						
NPRC NORTH POWER LI MBYINGTON															

NPRC NORTH POWER LI MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/14/22	00034	10/01/22 6963	202210 320-53800-46200		*	2,990.42	
			LAWN MAINTENANCE - OCT 22				
				PRINCE & SONS INC.			2,990.42 000398
10/14/22	00050	10/01/22 17190	202210 330-57200-48500		*	1,500.00	
			POOL MAINTENANCE - OCT 22				
		10/04/22 17511	202210 330-57200-48500		*	250.00	
			POOL CLEAN UP - HURRICANE				
				RESORT POOL SERVICES DBA			1,750.00 000399
10/14/22	00054	10/12/22 10122022	202210 300-15500-10000		*	2,390.70	
			PLAYGRND/FUR LEASE-NOV 22				
				WHFS, LLC			2,390.70 000400
10/21/22	00035	10/19/22 10192022	202209 320-53800-43200		*	15.52	
			REIMBURSEMENT BILL # 5800				
				CH DEV LLC			15.52 000401
10/21/22	00051	10/14/22 8410	202210 330-57200-48200		*	550.00	
			MTHLY CLEANING SVC-OCT 22				
				CSS CLEAN STAR SERVICES CENTRAL FL			550.00 000402
10/21/22	00003	10/03/22 87318	202210 310-51300-54000		*	175.00	
			SPECIAL DISTRICT FEE FY23				
				DEPT OF ECONOMIC OPPORTUNITY			175.00 000403
10/21/22	00006	10/01/22 74	202210 310-51300-34000		*	3,154.42	
			MANAGEMENT FEES - OCT 22				
		10/01/22 74	202210 310-51300-35200		*	100.00	
			WEBSITE MANAGEMENT-OCT 22				
		10/01/22 74	202210 310-51300-35100		*	150.00	
			INFORMATION TECH - OCT 22				
		10/01/22 74	202210 310-51300-31300		*	500.00	
			DISSEMINATION SVCS-OCT 22				
		10/01/22 74	202210 330-57200-48300		*	416.67	
			AMENITY ACCESS - OCT 22				
		10/01/22 74	202210 310-51300-51000		*	1.02	
			OFFICE SUPPLIES				
		10/01/22 74	202210 310-51300-42000		*	25.14	
			POSTAGE				
		10/01/22 75	202210 320-53800-34000		*	1,312.50	
			FIELD MANAGEMENT - OCT 22				
				GOVERNMENTAL MANAGEMENT SERVICES			5,659.75 000404
10/21/22	00029	9/30/22 00049244	202209 310-51300-48000		*	340.09	
			NOT FY23 BUDGET HEARING				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		9/30/22	00049244 202209 310-51300-48000		*	450.26	
			10/4 MEETING				
				CA FLORIDA HOLDINGS, LLC			790.35 000405
10/21/22	00041	10/11/22	4651951 202210 300-15500-10000		*	7,661.56	
			1% ADMIN DEBT FEE				
		10/11/22	4651952 202210 300-15500-10000		*	4,004.17	
			1% ADMIN MAINT FEE				
				POLK COUNTY PROPERTY APPRAISER			11,665.73 000406
10/21/22	00034	7/18/22	6439 202207 320-53800-49000		*	3,320.00	
			GRADING/BAHIA SOD INSTD				
		10/14/22	7080 202210 320-53800-47300		*	229.46	
			RPR 4 DRIP LINE/BREAKS				
				PRINCE & SONS INC.			3,549.46 000407
TOTAL FOR BANK A						39,143.54	
TOTAL FOR REGISTER						39,143.54	

SECTION 2

North Powerline Road
Community Development District

Unaudited Financial Reporting
September 30, 2022



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Series 2020 Debt Service Fund</u>
5	<u>Series 2022 Debt Service Fund</u>
6	<u>Series 2020 Capital Projects Fund</u>
7	<u>Series 2022 Capital Projects Fund</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt Summary</u>
11	<u>Assessment Receipt Schedule</u>

North Powerline Road

Community Development District

Combined Balance Sheet

September 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 124,985	\$ -	\$ -	\$ 124,985
Capital Projects Account	\$ -	\$ -	\$ 1,000	\$ 1,000
Investments:				
Series 2020				
Reserve	\$ -	\$ 356,047	\$ -	\$ 356,047
Revenue	\$ -	\$ 236,799	\$ -	\$ 236,799
Prepayment	\$ -	\$ 2,362	\$ -	\$ 2,362
Construction - Phase 1	\$ -	\$ -	\$ 9,765	\$ 9,765
Construction - Phase 2	\$ -	\$ -	\$ 384	\$ 384
Series 2022				
Reserve	\$ -	\$ 758,588	\$ -	\$ 758,588
Revenue	\$ -	\$ 2,837	\$ -	\$ 2,837
Interest	\$ -	\$ 239,566	\$ -	\$ 239,566
Construction - Phase 3	\$ -	\$ -	\$ 3,439,634	\$ 3,439,634
Construction - Phase 4	\$ -	\$ -	\$ 2,126,839	\$ 2,126,839
Cost of Issuance	\$ -	\$ -	\$ 1,760	\$ 1,760
Prepaid Expenses	\$ 25,153	\$ -	\$ -	\$ 25,153
Total Assets	\$ 150,137	\$ 1,596,198	\$ 5,579,381	\$ 7,325,716
Liabilities:				
Accounts Payable	\$ 6,864	\$ -	\$ -	\$ 6,864
Total Liabilities	\$ 6,864	\$ -	\$ -	\$ 6,864
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 25,153	\$ -	\$ -	\$ 25,153
Restricted for:				
Debt Service - Series 2020	\$ -	\$ 595,208	\$ -	\$ 595,208
Debt Service - Series 2022	\$ -	\$ 1,000,990	\$ -	\$ 1,000,990
Capital Projects - Series 2020	\$ -	\$ -	\$ 11,149	\$ 11,149
Capital Projects - Series 2022	\$ -	\$ -	\$ 5,568,232	\$ 5,568,232
Unassigned	\$ 118,120	\$ -	\$ -	\$ 118,120
Total Fund Balances	\$ 143,273	\$ 1,596,198	\$ 5,579,381	\$ 7,318,852
Total Liabilities & Fund Balance	\$ 150,137	\$ 1,596,198	\$ 5,579,381	\$ 7,325,716

North Powerline Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 194,089	\$ 194,089	\$ 196,198	\$ 2,109
Assessments - Direct Bill	\$ 240,341	\$ 240,341	\$ 658	\$ (239,683)
Assessments - Lot Closings	\$ -	\$ -	\$ 178,299	\$ 178,299
Boundary Amendment Contributions	\$ -	\$ -	\$ 14,261	\$ 14,261
Miscellaneous Revenue	\$ -	\$ -	\$ 30	\$ 30
Interest	\$ -	\$ -	\$ 21	\$ 21
Total Revenues	\$ 434,430	\$ 434,430	\$ 389,467	\$ (44,963)

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 12,000	\$ 7,800	\$ 4,200
Engineering	\$ 20,000	\$ 20,000	\$ 2,133	\$ 17,868
Attorney	\$ 30,000	\$ 30,000	\$ 28,222	\$ 1,778
Annual Audit	\$ 5,500	\$ 5,500	\$ 4,600	\$ 900
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,350	\$ 1,350	\$ 450	\$ 900
Dissemination	\$ 7,000	\$ 7,000	\$ 5,450	\$ 1,550
Trustee Fees	\$ 10,650	\$ 10,650	\$ 4,041	\$ 6,609
Management Fees	\$ 36,050	\$ 36,050	\$ 36,050	\$ (0)
Information Technology	\$ 1,800	\$ 1,800	\$ 1,800	\$ -
Website Maintenance	\$ 1,200	\$ 1,200	\$ 1,100	\$ 100
Telephone	\$ 300	\$ 300	\$ -	\$ 300
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 863	\$ 137
Insurance	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Printing & Binding	\$ 1,000	\$ 1,000	\$ 129	\$ 871
Legal Advertising	\$ 10,000	\$ 10,000	\$ 13,763	\$ (3,763)
Other Current Charges	\$ 5,000	\$ 5,000	\$ 711	\$ 4,289
Boundary Amendment Expenses	\$ -	\$ -	\$ 14,261	\$ (14,261)
Office Supplies	\$ 625	\$ 625	\$ 38	\$ 587
Travel Per Diem	\$ 660	\$ 660	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 155,310	\$ 155,310	\$ 132,156	\$ 23,154

North Powerline Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 5,000	\$ 5,000	\$ 5,948	\$ (948)
Field Management	\$ 15,000	\$ 15,000	\$ 11,875	\$ 3,125
Landscape Maintenance	\$ 80,000	\$ 80,000	\$ 29,790	\$ 50,210
Landscape Replacement	\$ 5,000	\$ 5,000	\$ 2,113	\$ 2,888
Lake Maintenance	\$ 12,000	\$ 12,000	\$ 6,700	\$ 5,300
Streetlights	\$ 48,000	\$ 48,000	\$ 31,449	\$ 16,551
Electric	\$ 3,600	\$ 3,600	\$ 5,458	\$ (1,858)
Water & Sewer	\$ 2,400	\$ 2,400	\$ 16	\$ 2,384
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Irrigation Repairs	\$ 5,000	\$ 5,000	\$ 461	\$ 4,539
General Repairs & Maintenance	\$ 5,000	\$ 5,000	\$ 631	\$ 4,369
Contingency	\$ 7,500	\$ 7,500	\$ 5,435	\$ 2,065
Subtotal Field Expenditures	\$ 191,000	\$ 191,000	\$ 99,874	\$ 91,126
Amenity Expenditures				
Amenity - Electric	\$ 14,400	\$ 14,400	\$ 7,098	\$ 7,302
Amenity - Water	\$ 3,500	\$ 3,500	\$ 1,848	\$ 1,652
Playground Lease	\$ 14,000	\$ 14,000	\$ 11,954	\$ 2,047
Internet	\$ 3,000	\$ 3,000	\$ 808	\$ 2,192
Pest Control	\$ 720	\$ 720	\$ 456	\$ 264
Janitorial Services	\$ 8,500	\$ 8,500	\$ 3,654	\$ 4,846
Security Services	\$ 7,500	\$ 7,500	\$ 5,589	\$ 1,911
Pool Maintenance	\$ 18,000	\$ 18,000	\$ 12,280	\$ 5,720
Amenity Access Management	\$ 5,000	\$ 5,000	\$ 2,917	\$ 2,083
Amenity Repairs & Maintenance	\$ 1,000	\$ 1,000	\$ 481	\$ 519
Contingency	\$ 7,500	\$ 7,500	\$ -	\$ 7,500
Subtotal Amenity Expenditures	\$ 83,120	\$ 83,120	\$ 47,083	\$ 36,037
Total Operations & Maintenance	\$ 274,120	\$ 274,120	\$ 146,957	\$ 127,163
Total Expenditures	\$ 429,430	\$ 429,430	\$ 279,113	\$ 150,317
Excess (Deficiency) of Revenues over Expenditures	\$ 5,000		\$ 110,354	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ (5,000)	\$ (5,000)	\$ -	\$ 5,000
Total Other Financing Sources/(Uses)	\$ (5,000)	\$ (5,000)	\$ -	\$ 5,000
Net Change in Fund Balance	\$ -		\$ 110,354	
Fund Balance - Beginning	\$ -		\$ 32,919	
Fund Balance - Ending	\$ -		\$ 143,273	

North Powerline Road

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

	Adopted Budget	Prorated Budget Thru 09/30/22	Actual Thru 09/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 357,687	\$ 357,687	\$ 361,574	\$ 3,887
Assessments - Direct Bill	\$ 356,049	\$ 356,049	\$ -	\$ (356,049)
Assessments - Lot Closings	\$ -	\$ -	\$ 356,148	\$ 356,148
Assessments - Prepayments	\$ -	\$ -	\$ 21,501	\$ 21,501
Interest	\$ -	\$ -	\$ 2,010	\$ 2,010
Total Revenues	\$ 713,735	\$ 713,735	\$ 741,234	\$ 27,499
Expenditures:				
Interest - 11/1	\$ 232,922	\$ 232,922	\$ 232,922	\$ -
Principal - 5/1	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
Special Call - 5/1	\$ -	\$ -	\$ 20,000	\$ (20,000)
Interest - 5/1	\$ 232,922	\$ 232,922	\$ 232,922	\$ (0)
Total Expenditures	\$ 715,844	\$ 715,844	\$ 735,844	\$ (20,000)
Excess (Deficiency) of Revenues over Expenditures	\$ (2,108)		\$ 5,390	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (356,896)	\$ (356,896)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (356,896)	\$ (356,896)
Net Change in Fund Balance	\$ (2,108)		\$ (351,506)	
Fund Balance - Beginning	\$ 232,926		\$ 946,714	
Fund Balance - Ending	\$ 230,818		\$ 595,208	

North Powerline Road

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 2,837	\$ 2,837
Total Revenues	\$ -	\$ -	\$ 2,837	\$ 2,837
Expenditures:				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Principal - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 2,837	
Other Financing Sources/(Uses):				
Bond Proceeds	\$ -	\$ -	\$ 998,153	\$ 998,153
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 998,153	\$ 998,153
Net Change in Fund Balance	\$ -		\$ 1,000,990	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 1,000,990	

North Powerline Road

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 2,226,568	\$ 2,226,568
Interest	\$ -	\$ -	\$ 19	\$ 19
Total Revenues	\$ -	\$ -	\$ 2,226,587	\$ 2,226,587
Expenditures:				
Capital Outlay - Phase 1	\$ -	\$ -	\$ 922,298	\$ (922,298)
Capital Outlay - Phase 2	\$ -	\$ -	\$ 1,379,151	\$ (1,379,151)
Total Expenditures	\$ -	\$ -	\$ 2,301,449	\$ (2,301,449)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (74,862)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 356,896	\$ 356,896
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 356,896	\$ 356,896
Net Change in Fund Balance	\$ -		\$ 282,034	
Fund Balance - Beginning	\$ -		\$ (270,885)	
Fund Balance - Ending	\$ -		\$ 11,149	

North Powerline Road

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

	Adopted Budget	Prorated Budget Thru 09/30/22	Actual Thru 09/30/22	Variance
Revenues				
Developer Advances	\$ -	\$ -	\$ 1,047,335	\$ 1,047,335
Interest	\$ -	\$ -	\$ 23,344	\$ 23,344
Total Revenues	\$ -	\$ -	\$ 1,070,679	\$ 1,070,679
Expenditures:				
Capital Outlay - CO1	\$ -	\$ -	\$ 433,037	\$ (433,037)
Capital Outlay - Phase 3	\$ -	\$ -	\$ 1,988,127	\$ (1,988,127)
Capital Outlay - Phase 4	\$ -	\$ -	\$ 3,083,130	\$ (3,083,130)
Total Expenditures	\$ -	\$ -	\$ 5,504,293	\$ (5,504,293)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (4,433,615)	
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 10,001,847	\$ 10,001,847
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 10,001,847	\$ 10,001,847
Net Change in Fund Balance	\$ -		\$ 5,568,232	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 5,568,232	

North Powerline Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 666	\$ 40,510	\$ 2,690	\$ 144,616	\$ 3,432	\$ 693	\$ -	\$ 2,142	\$ 1,449	\$ -	\$ -	\$ 196,198
Assessments - Direct Bill	\$ -	\$ -	\$ -	\$ -	\$ 658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 658
Assessments - Lot Closings	\$ -	\$ 105,269	\$ -	\$ 73,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178,299
Boundary Amendment Contributions	\$ -	\$ 2,914	\$ -	\$ 4,367	\$ -	\$ 4,408	\$ 475	\$ -	\$ 2,097	\$ -	\$ -	\$ -	\$ 14,261
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30	\$ -	\$ 30
Interest	\$ 1	\$ 0	\$ 1	\$ 1	\$ 3	\$ 4	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 1	\$ 21
Total Revenues	\$ 1	\$ 108,848	\$ 40,511	\$ 80,088	\$ 145,277	\$ 7,844	\$ 1,170	\$ 2	\$ 4,242	\$ 1,451	\$ 32	\$ 1	\$ 389,467
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 600	\$ 600	\$ 800	\$ 800	\$ 600	\$ 800	\$ 600	\$ 1,600	\$ 600	\$ -	\$ 800	\$ -	\$ 7,800
Engineering	\$ 118	\$ 118	\$ 118	\$ -	\$ 1,175	\$ -	\$ 605	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,133
Attorney	\$ 927	\$ 2,325	\$ 1,641	\$ 3,142	\$ 3,983	\$ 4,348	\$ 3,336	\$ 1,927	\$ 1,754	\$ 1,754	\$ 1,170	\$ 1,919	\$ 28,222
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ 4,600
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 517	\$ 417	\$ 417	\$ 500	\$ 500	\$ 600	\$ 5,450
Trustee Fees	\$ -	\$ -	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,041
Management Fees	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 36,050
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ 100	\$ 1,100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 29	\$ 31	\$ 60	\$ 71	\$ 162	\$ 49	\$ 21	\$ 77	\$ 160	\$ 80	\$ 72	\$ 50	\$ 863
Insurance	\$ 5,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,570
Printing & Binding	\$ 4	\$ 7	\$ 1	\$ 1	\$ 103	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ 129
Legal Advertising	\$ 1,178	\$ 805	\$ -	\$ 441	\$ 3,935	\$ 857	\$ 805	\$ -	\$ -	\$ 4,602	\$ 350	\$ 790	\$ 13,763
Other Current Charges	\$ 33	\$ 39	\$ 41	\$ 41	\$ 66	\$ 39	\$ 39	\$ 39	\$ 42	\$ 39	\$ 218	\$ 74	\$ 711
Boundary Amendment Expenses	\$ 2,436	\$ 2,914	\$ 1,931	\$ 338	\$ 4,071	\$ 475	\$ -	\$ 2,097	\$ -	\$ -	\$ -	\$ -	\$ 14,261
Office Supplies	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 4	\$ 3	\$ 6	\$ 4	\$ 1	\$ 3	\$ 38
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 19,744	\$ 10,511	\$ 8,715	\$ 12,547	\$ 17,769	\$ 10,254	\$ 12,181	\$ 11,015	\$ 6,233	\$ 10,233	\$ 6,263	\$ 6,692	\$ 132,156

North Powerline Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,925	\$ 23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,948
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 11,875
Landscape Maintenance	\$ 1,300	\$ 1,889	\$ 1,889	\$ 1,889	\$ 1,889	\$ 2,990	\$ 2,990	\$ 2,990	\$ 2,990	\$ 2,990	\$ 2,990	\$ 2,990	\$ 29,790
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,606	\$ -	\$ -	\$ 506	\$ -	\$ 2,113
Lake Maintenance	\$ -	\$ -	\$ -	\$ 444	\$ 444	\$ 444	\$ 883	\$ 883	\$ 900	\$ 900	\$ 900	\$ 900	\$ 6,700
Streetlights	\$ -	\$ -	\$ -	\$ 6,817	\$ 7,081	\$ 2,499	\$ 2,509	\$ 2,509	\$ 2,509	\$ 2,509	\$ 2,509	\$ 2,509	\$ 31,449
Electric	\$ -	\$ -	\$ -	\$ 3,183	\$ 128	\$ 404	\$ 17	\$ 511	\$ 572	\$ 402	\$ 243	\$ -	\$ 5,458
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16	\$ 16
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117	\$ -	\$ -	\$ 90	\$ -	\$ 254	\$ -	\$ 461
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 423	\$ 8	\$ -	\$ 631
Contingency	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 94	\$ -	\$ 39	\$ 703	\$ 3,740	\$ -	\$ 834	\$ 5,435
Subtotal Field Expenditures	\$ 1,925	\$ 2,514	\$ 2,514	\$ 12,983	\$ 16,210	\$ 7,904	\$ 7,649	\$ 9,787	\$ 9,014	\$ 12,214	\$ 8,660	\$ 8,499	\$ 99,874
Amenity Expenditures													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 230	\$ 1,467	\$ -	\$ 1,175	\$ 1,197	\$ 1,316	\$ 1,713	\$ -	\$ 7,098
Amenity - Water	\$ -	\$ -	\$ 324	\$ -	\$ 257	\$ -	\$ 327	\$ 182	\$ 196	\$ 197	\$ 179	\$ 185	\$ 1,848
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,391	\$ 2,391	\$ 2,391	\$ 2,391	\$ 2,391	\$ 11,954
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202	\$ 101	\$ 101	\$ 101	\$ 101	\$ 101	\$ 101	\$ 808
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 456	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 456
Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 3,654
Security Services	\$ -	\$ -	\$ -	\$ 2,000	\$ 3,589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,589
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,780	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 12,280
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 2,917
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 160	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161	\$ -	\$ 481
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ -	\$ -	\$ 324	\$ 2,160	\$ 5,736	\$ 4,395	\$ 2,895	\$ 6,595	\$ 6,352	\$ 6,472	\$ 7,011	\$ 5,143	\$ 47,083
Total Operations & Maintenance	\$ 1,925	\$ 2,514	\$ 2,838	\$ 15,143	\$ 21,946	\$ 12,299	\$ 10,544	\$ 16,383	\$ 15,366	\$ 18,686	\$ 15,672	\$ 13,642	\$ 146,957
Total Expenditures	\$ 21,669	\$ 13,025	\$ 11,553	\$ 27,690	\$ 39,715	\$ 22,553	\$ 22,725	\$ 27,397	\$ 21,599	\$ 28,919	\$ 21,935	\$ 20,334	\$ 279,113
Excess (Deficiency) of Revenues over Expenditures	\$ (21,668)	\$ 95,823	\$ 28,959	\$ 52,398	\$ 105,562	\$ (14,709)	\$ (21,554)	\$ (27,395)	\$ (17,357)	\$ (27,468)	\$ (21,903)	\$ (20,333)	\$ 110,354
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (21,668)	\$ 95,823	\$ 28,959	\$ 52,398	\$ 105,562	\$ (14,709)	\$ (21,554)	\$ (27,395)	\$ (17,357)	\$ (27,468)	\$ (21,903)	\$ (20,333)	\$ 110,354

North Powerline Road

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$356,047	
Reserve Fund Balance	\$356,047	
Bonds Outstanding - 12/14/20		\$12,685,000
Principal Payment - 05/01/22		(\$250,000)
Special Call - 05/01/22		(\$20,000)
Current Bonds Outstanding		\$12,415,000

Series 2022, Special Assessment Revenue Bonds		
Maturity Date:	11/1/2052	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$758,588	
Reserve Fund Balance	\$758,588	
Bonds Outstanding - 06/09/22		\$11,000,000
Current Bonds Outstanding		\$11,000,000

North Powerline Road
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

Gross Assessments \$ 208,697.75 \$ 384,609.20 \$ 593,306.95
Net Assessments \$ 194,088.91 \$ 357,686.56 \$ 551,775.46

ON ROLL ASSESSMENTS

35.18% 64.82% 100.00%

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	O&M Portion	Series 2020 Debt Service	Total
11/30/21	ACH	\$2,011.21	(\$80.43)	(\$38.62)	\$0.00	\$1,892.16	\$665.57	\$1,226.59	\$1,892.16
12/14/21	ACH	\$102,571.71	(\$4,101.93)	(\$1,969.40)	\$0.00	\$96,500.38	\$33,944.34	\$62,556.04	\$96,500.38
12/17/21	ACH	\$8,044.84	(\$321.72)	(\$154.46)	\$0.00	\$7,568.66	\$2,662.30	\$4,906.36	\$7,568.66
12/27/21	1% Fee Adj	(\$5,933.07)	\$0.00	\$0.00	\$0.00	(\$5,933.07)	(\$2,086.98)	(\$3,846.09)	(\$5,933.07)
12/31/21	ACH	\$18,100.89	(\$723.87)	(\$347.54)	\$0.00	\$17,029.48	\$5,990.18	\$11,039.30	\$17,029.48
01/18/22	ACH	\$8,044.84	(\$241.36)	(\$156.07)	\$0.00	\$7,647.41	\$2,690.00	\$4,957.41	\$7,647.41
02/18/22	ACH	\$432,410.15	(\$12,889.47)	(\$8,390.41)	\$0.00	\$411,130.27	\$144,616.48	\$266,513.79	\$411,130.27
03/16/22	ACH	\$10,056.05	(\$100.60)	(\$199.11)	\$0.00	\$9,756.34	\$3,431.83	\$6,324.51	\$9,756.34
04/19/22	ACH	\$2,011.21	\$0.00	(\$40.22)	\$0.00	\$1,970.99	\$693.30	\$1,277.69	\$1,970.99
06/14/22	ACH	\$6,214.65	\$0.00	(\$124.29)	\$0.00	\$6,090.36	\$2,142.30	\$3,948.06	\$6,090.36
07/01/22	ACH	\$4,203.44	\$0.00	(\$84.07)	\$0.00	\$4,119.37	\$1,449.00	\$2,670.37	\$4,119.37
TOTAL		\$ 587,735.92	\$ (18,459.38)	\$ (11,504.19)	\$ -	\$ 557,772.35	\$ 196,198.32	\$ 361,574.03	\$ 557,772.35

101%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

CH DEV LLC 2022 - 01			Net Assessments	\$535,005.35	\$178,956.56	\$356,048.79
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2020 Debt Service
2/24/22	11/1/21	1102	\$267,502.67	\$657.93	\$657.93	\$0.00
	2/1/22		\$133,751.34	*		
	5/1/22		\$133,751.34	*		
			\$535,005.35	\$657.93	\$657.93	\$0.00

CH DEV LLC 2022-02			Net Assessments	\$61,384.70	\$61,384.70
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance
	11/1/21		\$30,692.35	*	
	1/1/22		\$15,346.18	*	
	5/1/22		\$15,346.18	*	
			\$61,384.71	\$0.00	\$0.00

*Remaining amounts to be collected at lot closings

Audit Committee Meeting

SECTION III

SECTION A

**NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2022
Polk County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Monday, November 21, 2022 at 5:00 p.m.**, at the offices of Governmental Management Services – Central Florida, LLC, Attn: Jill Burns/Samantha Hoxie, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – North Powerline Road Community Development District**” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2022, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. 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 or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.*

(20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. *Proposer's Experience.*

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.*

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.*

(20 Points)

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

5. Price.

(20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL

(100 Points)

SECTION B

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The North Powerline Road Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in the City of Davenport, Polk County, Florida. The District currently has an operating budget of approximately \$664,725. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2022, be completed no later than June 1, 2023.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: Jill Burns/Samantha Hoxie, District Manager/Staff, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – North Powerline Road Community Development District.**"

Proposals must be received by **5:00 PM on Monday, November 21, 2022**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jill Burns, District Manager
Governmental Management Services – Central Florida, LLC

Run Date: **Monday, November 7, 2022**