North Powerline Road Community Development District

Meeting Agenda

April 4, 2023

AGENDA

North Powerline Road Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

March 28, 2023

Board of Supervisors North Powerline Road Community Development District

Dear Board Members:

A regular Board of Supervisors Meeting of the North Powerline Road Community Development District will be held Tuesday, April 4, 2023 at 11:00 AM at the Holiday Inn— Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.

Zoom Video Link: <u>https://us06web.zoom.us/j/83032630323</u> 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 February 7, 2023 Board of Supervisors Meeting
- 4. Consideration of Resolution 2023-06 Directing Chairman and District Staff to File a Petition Amending District Boundaries
- 5. Consideration of Boundary Amendment Funding Agreement
- 6. Consideration of Resolution 2023-07 Approving the Proposed Fiscal Year 2023/2024 Budget (Suggested Date: August 1, 2023), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2023/2024 Budget and the Imposition of Operations and Maintenance Assessments
- 7. Consideration of Resolution 2023-08 Authorizing Bank Account Signatories
- 8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Playground Fencing Proposals
 - a) Jim Williams Fence Company, Inc.
 - b) Hillcrest Fence, LLC
 - ii. Consideration of Renewal of Pond Maintenance Services Agreement with Aquagenix
 - iii. Consideration of Landscape Maintenance Services Proposal with Prince & Sons for Phases 1-3 with Updated Scope of Work

¹ Comments will be limited to three (3) minutes

- D. District Manager's Report

 Approval of Check Register
 Balance Sheet & Income Statement
- 9. Other Business
- 10. Supervisors Requests and Audience Comments 11. 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 Tuesday, **February 7, 2023** at 11:00 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk *by Zoom* Kevin Chinoy Daniel Arnette Emily Cassidy Vice Chairperson Assistant Secretary Assistant Secretary Assistant Secretary

Also present were:

Jill Burns Jennifer Kilinski Lauren Gentry Marshall Tindall District Manager, GMS District Counsel, KVW Law District Counsel, KVW Law Field Manager, GMS

The following is a summary of the discussions and actions taken at the February 7, 2023 North Powerline Road Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

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

Roll Call

SECOND ORDER OF BUSINESS Public Comment Period

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

THIRD ORDER OF BUSINESSOrganizational Matters

A. Swearing in of Appointed Supervisor Rennie Heath (Appointed on November 17, 2022 Landowners Election)

Ms. Burns stated that Mr. Heath was not in attendance and will be sworn in at a later date.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the January 3, 2023 Board of Supervisors Meeting

Ms. Burns presented the January 3, 2023 minutes from the Board of Supervisors meeting

and asked for any comments or changes. Hearing none, she asked for a motion of approval.

On MOTION by Mr. Arnette, seconded by Mr. Chinoy, with all in favor, the Minute of the January 3, 2023 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS Public Hearing

A. Public Hearing on the Adoption of Towing Policies and Rules for Parking within the District

Ms. Burns asked for a motion to open the public hearing. She stated that the public hearing was advertised in accordance with Florida statute.

On MOTION by Mr. Arnette, seconded by Mr. Chinoy, with all in favor, Opening the Public Hearing, was approved.

There were no members of the public present. Ms. Burns asked for a motion to close the public hearing.

On MOTION by Mr. Arnette, seconded by Mr. Chinoy, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2023-04 Adopting Towing Policies and Rules for Overnight Parking Within the District

Ms. Burns stated that the resolution was included in the agenda package for Board review and went over the options for the parking and towing policies within the District. A quote for signage was provide and under the proposal includes 67 'No Parking' signs that would be installed throughout the community based on the provided maps with a total cost of \$10,213.93. Ms. Burns added that other districts have adopted an even or odd parking policy and there is a sign posted at the front of each community stating the parking rules. People driving in and possibly missing the sign is the issue. There is a mailed notice sent to residents as well so it's their responsibility to tell their guest. The signage proposal would avoid the confusion hopefully. The Board discussed their options at length. The Board considered going the signage route but didn't find it necessary to have as much signage as was proposed for a better look in the community putting signs at each end of the community and one in the middle. Ms. Burns suggested a not to exceed amount of \$7,500. Ms. Buns suggested no overnight parking for the amenity center. The Board decided to approve the rule for the signage option with an update to remove the odd and even parking references with three signs per side on the towaway zones including the entrances and the inclusion of no overnight parking at the amenity from 10:00 p.m. to 6:00 a.m.

On MOTION by Mr. Chinoy, seconded by Mr. Arnette, with all in favor, Resolution 2023-04 Adopting Towing Policies and Rules for Overnight Parking Within the District, was approved.

On MOTION by Mr. Chinoy, seconded by Mr. Arnette, with all in favor, Setting a Not to Exceed \$7,500 for Parking Signage, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-05 Authorizing the Payment or Assignment of Impact Fee Credits and Authorizing the Chair to Enter into Agreements

Ms. Kilinski stated that this resolution acknowledges the fact that the District is not funding certain portions of utility improvements, or the impact fee credits, and the credits will in turn go back to the developer although it is a District contract. She offered to answer any questions about the resolution. There being none, Ms. Burns asked for a motion of approval.

On MOTION by Mr. Arnette, seconded by Mr. Chinoy, with all in favor, Resolution 2023-05 Authorizing the Payment or Assignment of Impact Fee Credits and Authorizing the Chair to Enter into Agreements, was approved.

SEVENTH ORDER OF BUSINESS

Discussion Regarding Resident Request to Hold Weekend Group Fitness Classes at Amenity Center

Ms. Burns noted that this was discussed at the last meeting and as a refresher stated that the Board approved the resident holding a Tuesday and Thursday morning class from 8:00 a.m. to

9:00 a.m. but because the resident is no longer available during the week, she is now requesting the weekends. The Board discussed the option of allowing the use on Saturday or Sunday mornings. They decided to allow it with the option to have it brought back to the Board in any case of a complaint for reconsideration. No motion was needed because it was already approved at a previous meeting.

EIGHTH ORDER OF BUSINESS

Ratification of Revised Fiscal Year 2023 Meeting Schedule and Time of Remaining Meetings

Ms. Burns stated that the meetings had been only 30 minutes but with the resident participation increasing, that time is no longer sufficient. They will now allow for 45 minutes, and she is just looking for the Board to ratify the change in the meeting schedule.

On MOTION by Mr. Chinoy, seconded by Mr. Arnette, with all in favor, the Revised Fiscal Year 2023 Meeting Schedule and Time of Remaining Meetings, was ratified.

NINTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Kilinski noted that the Board may see changes in email blocks as they announced a name change in the firm, but nothing else in terms of operations has changed.

B. Engineer

There being none, the next item followed.

C. Field Manager's Report

Mr. Tindall presented the field manager's report to the Board which can be found in the agenda package.

i. Presentation of Playground Fencing Map

- a) Consideration of Proposal from Hillcrest Fence for Residential Grade Fencing
- b) Consideration of Proposal from Hillcrest Fencing for Commercial Grade Fencing

Mr. Tindall presented the proposals for playground fencing. Two proposals consisted of residential grade fencing and commercial grade fencing. The total for residential fencing is \$11,682 and the commercial grade fencing totals \$22,000. Ms. Burns added where there was room in the budget and said another option would be waiting and including this line item in the next years upcoming budget later this fall. The Board asked staff to come back with more proposals from other companies and Mr. Tindall will bring those back for further discussion.

ii. Consideration of Proposal for Northeast Gina Lane Clean-Up from Prince & Sons, Inc.

Mr. Tindall presented the proposal from Prince & Sons totaling \$990.

On MOTION by Mr. Arnette, seconded by Mr. Chinoy, with all in favor, the Proposal for Northeast Gina Lane Clean-up from Prince & Sons, Inc., was approved.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register that was in the agenda package for review totaling

\$718,147.48. There being no questions, she asked for a motion of approval.

On MOTION by Mr. Chinoy, seconded by Mr. Arnette, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns presented the financials, asking if there were any questions. Hearing none, the next item followed.

TENTH ORDER OF BUSINESS

Other Business

Ms. Burns asked if there was any other business.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

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

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF POWERLINE THE NORTH ROAD **COMMUNITY** DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE **DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE** OF THE BOUNDARY AMENDMENT PROCESS; AND **PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 18-036, adopted by the Board of County Commissioners of Polk County, Florida ("County"), and further amended by Ordinance Nos. 20-028, 20-046, 22-001 and 22-030, and approved by the City Commission of the City of Davenport, Florida ("City"), by Resolution Nos. 387-18 and 456-20 (together, the "Ordinance"), being situated within the County and the City; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 426.07 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary developer of the lands within the District ("Developer"), has approached the District and requested the District petition to amend its boundaries to add approximately 27.43¹ acres of land, more or less, as more particularly described in the attached **Composite Exhibit A** (together, the "Boundary Amendment Parcels"); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

¹ Total acreage of Boundary Amendment Parcels is subject to change pending provision of surveyed metes and bounds legal descriptions.

WHEREAS, addition of the Boundary Amendment Parcels in **Composite Exhibit A** from the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, and such other actions as are necessary in furtherance of the boundary amendment process.

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

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

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County, to seek the amendment of the District's boundaries to remove the lands depicted in **Composite Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the County to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 4th day of April 2023.

ATTEST:

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Boundary Amendment Parcels

COMPOSITE EXHIBIT A

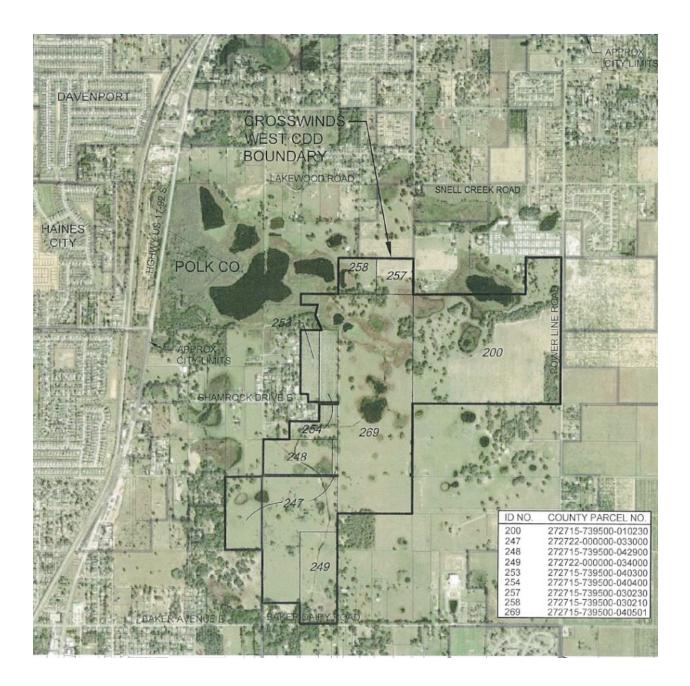
Parcel No. 257 Parcel ID: 272715739500030230 Acres: 9.65 +/-

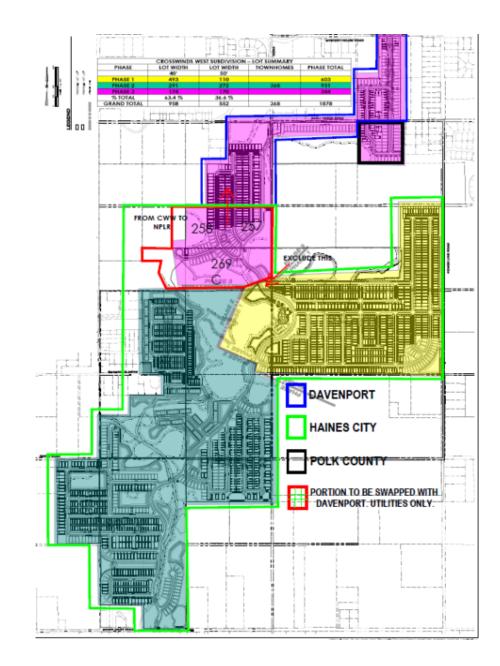
Parcel No. 258 Parcel ID: 272715739500030210 Acres: 9.99 +/-

(*a portion of*) Parcel No. 269 Parcel ID: 272715739500040501 Acres: 7.8 +/-

As identified in the following location and conceptual maps.

{EXHIBIT CONTINUES ON NEXT PAGE}





SECTION V

BOUNDARY AMENDMENT FUNDING AGREEMENT BY AND AMONG THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT AND GLK REAL ESTATE, LLC

THIS AGREEMENT ("Agreement") is made and entered into this 4th day of April 2023, by and between:

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the "District"), and

GLK REAL ESTATE, LLC, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 ("Developer"), and

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 18-036, adopted by the Board of County Commissioners of Polk County, Florida ("County"), and further amended by Ordinance Nos. 20-028, 20-046, 22-001 and 22-030, and approved by the City Commission of the City of Davenport, Florida ("City"), by Resolution Nos. 387-18 and 456-20 (together, the "Ordinance"), being situated within the County and the City; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services within and without the boundaries of the District; and

WHEREAS, the District presently consists of approximately 426.07 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, Developer has approached the District and requested the District petition to amend its boundaries to add approximately 27.43 acres of land, more or less; and

WHEREAS, the amendment proposed by Developer is within the amendment size restrictions contained within section 190.046(1), *Florida Statutes*, and will result in the District being comprised of approximately 813.34¹ acres, more or less; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include

¹ Total acreage of amended District is subject to change pending provision of surveyed metes and bounds legal descriptions.

the preparation of a petition to the County and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors ("Board"); and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the Board; and

WHEREAS, Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

Now, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. Developer will make such funds available monthly, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

SECTION 2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for seeking an amendment to the boundaries of the District in accord with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from Developer for reimbursement for services of the boundary amendment team, as described in Section 1 of this Agreement. The District shall not reimburse Developer for funds made available to the District under this Agreement.

SECTION 3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

SECTION 4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

SECTION 6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

Α.	If to the District:	North Powerline Road Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
	With a copy to:	Kilinski Van Wyk, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: District Counsel
В.	If to Developer:	GLK Real Estate, LLC 346 East Central Avenue Winter Haven, Florida 33880 Attn: Lauren O. Schwenk
	With a copy to:	Straughn & Turner P.A. 255 Magnolia Ave, SW

Winter Haven, Florida 33883 Attn: Richard Straughn

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

SECTION 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

SECTION 10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such prior written approval shall be null and void.

SECTION 11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

SECTION 13. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Developer acknowledges that the designated public records custodian for the District is Governmental Management Services – Central Florida, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Developer shall: (1) keep and maintain public records required by the District to perform the service; (2) upon request by

the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Developer 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 Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer 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 THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, TELEPHONE: (407) 839-5524, FAX: (407) 839-1526, OR EMAIL: RECORDREQUEST@GMSCFL.COM.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

SECTION 15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statutes or law.

SECTION 16. FOREIGN INFLUENCE. Developer understands that under Section 286.101, *Florida Statutes,* that Developer must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and

acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

ATTEST:

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

GLK REAL ESTATE, LLC a Florida limited liability company

Print Name:

By: Lauren O. Schwenk Its: Manager

SECTION VI

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the North Powerline Road Community Development District ("District") prior to June 15, 2023, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District's Office," 219 East Livingston Street, Orlando, Florida 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the

Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2023, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE:	Tuesday, August 1, 2023
HOUR:	11:00 a.m.
LOCATION:	Holiday Inn—Winter Haven
	200 Cypress Gardens Blvd.
	Winter Haven, FL 33880

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

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS 4TH DAY OF APRIL 2023.

ATTEST:

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

Secretary

By:_____ Its:_____

North Powerline Road

Community Development District

Proposed Budget FY2024



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North Powerline Road

Community Development District

Proposed Budget

General Fund

Description		Adopted Budget FY2023		Actuals Thru 2/28/23		Projected Next 7 Months		Total Thru 9/30/23		Proposed Budget FY2024	
Revenues											
Assessments	\$	550,614	\$	502,362	\$	48,252	\$	550,614	\$	737,946	
Developer Contributions	\$	114,111	\$	-	\$	-	\$	-	\$	-	
Miscellaneous Revenue	\$	-	\$	60	\$	-	\$	60	\$	-	
Interest	\$	-	\$	20	\$	-	\$	20	\$	-	
Total Revenues	\$	664,725	\$	502,442	\$	48,252	\$	550,694	\$	737,946	
Expenditures											
<u>Administrative</u>											
Supervisor Fees	\$	12,000	\$	3,800	\$	7,000	\$	10,800	\$	12,000	
Engineering	\$	20,000	\$	847	\$	11,667	\$	12,513	\$	20,000	
Attorney	\$	30,000	\$	9,907	\$	17,500	\$	27,407	\$	30,000	
Annual Audit	\$	5,500	\$	-	\$	3,850	\$	3,850	\$	5,500	
Assessment Administration	\$	5,000	\$	5,000	\$	-	\$	5,000	\$	6,500	
Arbitrage	\$	1,350	\$	450	\$	450	\$	900	\$	1,350	
Dissemination	\$	7,000	\$	2,500	\$	3,500	\$	6,000	\$	7,000	
Trustee Fees	\$	12,500	\$	4,041	\$	4,041	\$	8,081	\$	12,500	
Management Fees	\$	37,853	\$	15,772	\$	22,081	\$	37,853	\$	40,000	
Information Technology	\$	1,800	\$	750	\$	1,050	\$	1,800	\$	1,890	
Website Maintenance	\$	1,200	\$	500	\$	700	\$	1,200	\$	1,260	
Telephone	\$	300	\$	-	\$	175	\$	175	\$	-	
Postage & Delivery	\$	1,000	\$	158	\$	583	\$	741	\$	1,000	
Insurance	\$	6,684	\$	5,988	\$	-	\$	5,988	\$	7,687	
Copies	\$	1,000	\$	72	\$	583	\$	655	\$	1,000	
Legal Advertising	\$	10,000	\$	2,902	\$	5,833	\$	8,735	\$	10,000	
Other Current Charges	\$	5,000	\$	197	\$	2,917	\$	3,113	\$	5,000	
Office Supplies	\$	625	\$	17	\$	365	\$	382	\$	625	
Travel Per Diem	\$	600	\$	-	\$	-	\$	-	\$	-	
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	-	\$	175	\$	175	
Total Administrative	\$	159,587	\$	53,075	\$	82,294	\$	135,369	\$	163,487	

North Powerline Road

Community Development District

Proposed Budget

General Fund

Description	Adopted Budget FY2023		Actuals Thru 2/28/23		Projected Next 7 Months		Total Thru 9/30/23		Proposed Budget FY2024	
Operations & Maintenance										
Field Expenditures										
Property Insurance	\$	20,000	\$	11,774	\$	-	\$	11,774	\$	20,000
Field Management	\$	15,750	\$	6,563	\$	9.188	\$	15,750	\$	16,538
Landscape Maintenance	\$	95,000	\$	14,952	\$	20,933	\$	35,885	\$	100,000
Landscape Replacement	\$	25,000	\$	4,100	\$	14,583	\$	18,683	\$	25,000
Lake Maintenance	\$	21,600	\$	4,590	\$	6,426	\$	11,016	\$	21,600
Fountain Maintenance	\$	-	\$	-	\$	-	\$	-	\$	1,800
Streetlights	\$	75,000	\$	12,563	\$	18,200	\$	30,763	\$	75,000
Electric	\$	7,500	\$	1.089	\$	2.450	\$	3.539	\$	7,500
Water & Sewer	\$	2,400	\$	262	\$	525	\$	787	\$	2,400
Sidewalk & Asphalt Maintenance	\$	2,500	\$	-	\$	2,500	\$	2,500	\$	2,500
Irrigation Repairs	\$	5,000	\$	299	\$	4,701	\$	5,000	\$	5,000
General Repairs & Maintenance	\$	15,000	\$	-	\$	15,000	\$	15,000	\$	15,000
Contingency	\$	7,500	\$	-	\$	7,500	\$	7,500	\$	7,500
Subtotal Field Expenditures	\$	292,250	\$	56,192	\$	102,005	\$	158,197	\$	299,838
Amenity - Electric Amenity - Water Playground Lease Internet Pest Control Janitorial Services Security Services Pool Maintenance Amenity Access Management Amenity Repairs & Maintenance Contingency	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	4,000 28,688 2,000 600 7,500 34,000 20,000 5,000 15,000 7,500	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	926 11,954 505 - 2,750 6,519 7,750 2,083 2,132 -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,400 16,735 707 280 3,850 21,000 10,500 2,917 12,868 7,500	\$ \$ \$ \$ \$ \$ \$ \$	2,326 28,688 1,212 280 6,600 27,519 18,250 5,000 15,000 7,500	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	4,000 53,688 2,000 630 10,800 34,000 36,000 5,250 15,000 7,500
Subtotal Amenity Expenditures	\$	138,688	\$	39,092	\$	86,857	\$	125,949	\$	185,668
Total Operations & Maintenance	\$	430,938	\$	95,284	\$	188,862	\$	284,146	\$	485,506
<u>Other Expenditures</u>										
Capital Reserves	\$	74,200	\$	-	\$	74,200	\$	74,200	\$	88,953
Total Other Expenditures	\$	74,200	\$	-	\$	74,200	\$	74,200	\$	88,953
Total Expenditures	\$	664,725	\$	148,358	\$	345,356	\$	493,715	\$	737,946
Excess Revenues/(Expenditures)	\$	0	\$	354,083	\$	(297,104)	\$	56,979	\$	-

		Assessable					FY2023 Gross Per	FY2024 Increase/
Product	ERU's	Units	ERU/Unit	Net Total	Net Per Unit	Gross Per Unit	Unit	(Decrease)
Phase 1 - Tax Roll	295.00	295	1.00	\$194,088.32	\$657.93	\$707.45	\$707.45	\$0.00
Phase 2 - Tax Roll	271.00	271	1.00	\$178,298.08	\$657.93	\$707.45	\$707.45	\$0.00
Phase 3 - Direct - Platted	162.00	162	1.00	\$106,584.09	\$657.93	\$707.45	\$169.84	\$537.61
Phase 4 - Tax Roll - Townhomes	225.00	300	0.75	\$148,033.46	\$493.44	\$530.59	\$530.59	\$0.00
Phase 4 - Tax Roll - Single Family	8.00	8	1.00	\$5,263.41	\$657.93	\$707.45	\$707.45	\$0.00
Phase 5 - Direct - Unplatted	102.83	532	0.19	\$67,654.35	\$127.17	\$136.74	\$147.65	(\$10.91)
Phase 6 - Direct - Unplatted	57.79	299	0.19	\$38,023.78	\$127.17	\$136.74	\$147.65	(\$10.91)
	1121.62	1867		\$737,945.50				

North Powerline Road Community Development District General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer, Absolute Engineering, will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

<u>Attorney</u>

The District's legal counsel Kilinski|Van Wyk, will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

<u>Annual Audit</u>

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District has contracted DiBartolomeo, McBee, Hartley & Barnes, P.A.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District. The District has contracted with Governmental Management Services – Central Florida LLC.

<u>Arbitrage</u>

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020, Series 2022 bond, and one other anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2020, Series 2022 bonds and one other anticipated bond issuance. The District is contracted with Governmental Management Services – Central Florida LLC.

North Powerline Road Community Development District General Fund Budget

Trustee Fees

The District will incur trustee related costs with the issuance of its issued bonds with US Bank.

<u>Management Fees</u>

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs with Governmental Management Services – Central Florida LLC related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

<u>Insurance</u>

The District's general liability and public official's liability insurance coverages with Florida Insurance Alliance.

<u>Copies</u>

Printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

North Powerline Road Community Development District General Fund Budget

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenditures

Property Insurance

The District's property insurance coverages.

Field Management

Represents the costs of contracting services with Governmental Management Services – Central Florida LLC to provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Lake Maintenance

Represents the cost of contracting aquatic weed control services that maintain the lakes located within the District. The District is contracted with Aquagenix for this service. <u>Streetlights</u>

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

<u>Electric</u>

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

North Powerline Road Community Development District General Fund Budget

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

<u>Contingency</u>

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenditures

<u> Amenity - Electric</u>

Represents estimated electric charges for the District's amenity facilities.

<u> Amenity – Water</u>

Represents estimated water charges for the District's amenity facilities.

Playground Lease

The District has entered into a leasing agreement for playgrounds installed in the community.

<u>Internet</u>

Internet service for use at the Amenity Center.

<u>Pest Control</u>

The District will incur costs for pest control treatments to its amenity facilities.

<u> Janitorial Services</u>

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

<u>Pool Maintenance</u>

Represents estimated costs of regular cleaning and treatments of the District's pool contracted with Resort Pool Services.

North Powerline Road Community Development District General Fund Budget

Amenity Access Management

Represents the cost of managing and monitoring access to the District's amenity facilities with services from Governmental Management Services – Central Florida LLC.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

<u>Contingency</u>

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenses:

<u>Capital Reserves</u>

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Community Development District

Proposed Budget Capital Reserve Fund

Description	Adopted Budget FY2023	Actuals Thru 2/28/23	rojected Next Months	Total Thru 9/30/23	Proposed Budget FY2024
<u>Revenues</u>					
Transfer In - General Fund	\$ 74,200	\$ -	\$ 74,200	\$ 74,200	\$ 88,953
Carry Forward Surplus	\$ 5,000	\$ -	\$ -	\$ -	\$ 74,200
Total Revenues	\$ 79,200	\$ -	\$ 74,200	\$ 74,200	\$ 163,153
Expenditures					
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$
Net Change in Fund Balance	\$ 79,200	\$ -	\$ 74,200	\$ 74,200	\$ 163,153

Community Development District

Proposed Budget Series 2020 Debt Service Fund

Description	Adopted Budget FY2023	Actuals Thru 2/28/23	Projected Next 7 Months	Total Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 711,117	\$ 704,506	\$ 6,611	\$ 711,117	\$ 712,426
Interest	\$ -	\$ 6,384	\$ 5,096	\$ 11,480	\$ -
Carry Forward Surplus	\$ 233,810	\$ 240,030	\$ -	\$ 240,030	\$ 244,237
Total Revenues	\$ 944,927	\$ 950,920	\$ 11,707	\$ 962,627	\$ 956,663
Expenditures					
Interest Expense - 11/1	\$ 229,241	\$ 229,241	\$ -	\$ 229,241	\$ 225,803
Special Call - 11/1	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -
Principal Expense - 5/1	\$ 255,000	\$ -	\$ 255,000	\$ 255,000	\$ 260,000
Interest Expense - 5/1	\$ 229,241	\$ -	\$ 229,150	\$ 229,150	\$ 225,803
Total Expenditures	\$ 713,481	\$ 234,241	\$ 484,150	\$ 718,391	\$ 711,606
Net Change in Fund Balance	\$ 231,446	\$ 716,680	\$ (472,443)	\$ 244,237	\$ 245,057

Interest Expense 11/1/24 **Total** 222,391 **222,391**

\$

\$

		Ma	ximum Annual	Net Assessment Per	Gross Assessment
Product	Assessable Units	Ľ	ebt Service	Unit	Per Unit
Single Family - Phase 1	295	\$	357,687	\$1,212	\$1,304
Single Family - Phase 2	271	\$	354,740	\$1,309	\$1,408
	566	\$	712,426		

Community Development District Series 2020 Special Assessment Bonds Amortization Schedule

Date		Balance		Principal		Interest		Total
11/01/23	\$	12,155,000.00	\$	-	\$	225,803.13	\$	709,953.13
05/01/24	\$	12,155,000.00	\$	260,000.00	\$	225,803.13	\$	-
11/01/24	\$	11,895,000.00	\$	-	\$	222,390.63	\$	708,193.76
05/01/25	\$	11,895,000.00	\$	270,000.00	\$	222,390.63	\$	-
11/01/25	\$	11,625,000.00	\$	-	\$	218,846.88	\$	711,237.51
05/01/26	\$	11,625,000.00	\$	275,000.00	\$	218,846.88	\$	-
11/01/26	\$	11,350,000.00	\$	-	\$	214,550.00	\$	708,396.88
05/01/27	\$	11,350,000.00	\$	285,000.00	\$	214,550.00	\$	-
11/01/27	\$	11,065,000.00	\$	-	\$	210,096.88	\$	709,646.88
05/01/28	\$	11,065,000.00	\$	295,000.00	\$	210,096.88	\$	-
11/01/28	\$	10,770,000.00	\$	-	\$	205,487.50	\$	710,584.38
05/01/29	\$	10,770,000.00	\$	305,000.00	\$	205,487.50	\$	-
11/01/29	\$	10,465,000.00	\$	-	\$	200,721.88	\$	711,209.38
05/01/30	\$	10,465,000.00	\$	315,000.00	\$	200,721.88	\$	-
11/01/30	\$	10,150,000.00	\$	-	\$	195,800.00	\$	711,521.88
05/01/31	\$	10,150,000.00	\$	325,000.00	\$	195,800.00	\$	-
11/01/31	\$	9,825,000.00	\$	-	\$	189,909.38	\$	710,709.38
05/01/32	\$	9,825,000.00	\$	335,000.00	\$	189,909.38	\$	-
11/01/32	\$	9,490,000.00	\$	-	\$	183,837.50	\$	708,746.88
05/01/33	\$	9,490,000.00	\$	350,000.00	\$	183,837.50	\$	-
11/01/33	\$	9,140,000.00	\$	-	\$	177,493.75	\$	711,331.25
05/01/34	\$	9,140,000.00	\$	360,000.00	\$	177,493.75	\$	-
11/01/34	\$	8,780,000.00	\$	-	\$	170,968.75	\$	708,462.50
05/01/35	\$	8,780,000.00	\$	375,000.00	\$	170,968.75	\$	-
11/01/35	\$	8,405,000.00	\$	-	\$	164,171.88	\$	710,140.63
05/01/36	\$	8,405,000.00	\$	390,000.00	\$	164,171.88	\$	-
11/01/36	\$	8,015,000.00	\$	-	\$	157,103.13	\$	711,275.01
05/01/37	\$	8,015,000.00	\$	405,000.00	\$	157,103.13	\$	-
11/01/37	\$	7,610,000.00	\$	-	\$	149,762.50	\$	711,865.63
05/01/38	\$	7,610,000.00	\$	415,000.00	\$	149,762.50	\$	-
11/01/38	\$	7,195,000.00	\$	-	\$	142,240.63	\$	707,003.13
05/01/39	\$	7,195,000.00	\$	435,000.00	\$	142,240.63	\$	-
11/01/39	\$	6,760,000.00	\$	-	\$	134,356.25	\$	711,596.88
05/01/40	\$	6,760,000.00	\$	450,000.00	\$	134,356.25	\$	-
11/01/40	\$	6,310,000.00	\$	-	\$	126,200.00	\$	710,556.25
05/01/41	\$	6,310,000.00	\$	465,000.00	\$	126,200.00	\$	-
11/01/41	\$	5,845,000.00	\$	-	\$	116,900.00	\$	708,100.00
05/01/42	\$	5,845,000.00	\$	485,000.00	\$	116,900.00	\$	-
11/01/42	\$	5,360,000.00	\$	-	\$	107,200.00	\$	709,100.00
05/01/43	\$	5,360,000.00	\$	505,000.00	\$	107,200.00	\$	-
11/01/43	\$	4,855,000.00	\$	-	\$	97,100.00	\$	709,300.00
05/01/44	\$	4,855,000.00	\$	525,000.00	\$	97,100.00	\$	-
11/01/44	\$	4,330,000.00	\$	-	\$	86,600.00	\$	708,700.00
05/01/45	\$	4,330,000.00	\$	545,000.00	\$	86,600.00	\$	-
11/01/45	\$	3,785,000.00	\$	-	\$	75,700.00	\$	707,300.00
05/01/46	\$	3,785,000.00	\$	570,000.00	\$	75,700.00	\$	-
11/01/46	\$	3,215,000.00	\$	-	\$	64,300.00	\$	710,000.00
05/01/47	\$	3,215,000.00	\$	595,000.00	\$	64,300.00	\$	-
11/01/47	\$	2,620,000.00	\$	-	\$	52,400.00	\$	711,700.00
05/01/48	\$	2,620,000.00	\$	615,000.00	\$	52,400.00	\$	-
11/01/48	\$	2,005,000.00	\$	-	\$	40,100.00	\$	707,500.00
05/01/49	\$	2,005,000.00	\$	640,000.00	\$	40,100.00	\$	-
11/01/49	\$	1,365,000.00	\$	-	\$	27,300.00	\$	707,400.00
05/01/50	\$	1,365,000.00	\$	670,000.00	\$	27,300.00	\$	-
11/01/50	\$	695,000.00	\$	-	\$	13,900.00	\$	711,200.00
05/01/51	\$	695,000.00	\$	695,000.00	\$	13,900.00	\$	708,900.00
	*		-		~		-	
			\$	12,155,000.00	\$	7,942,481.34	\$	20,581,631.34

Community Development District

Proposed Budget Series 2022 Debt Service Fund

Description	Adopted Budget FY2023	2	Actuals Thru 2/28/23	Projected Next 7 Months	Total Thru 9/30/23	Proposed Budget FY2024
Revenues						
Assessments	\$ 758,588	\$	-	\$ 758,588	\$ 758,588	\$ 758,588
Interest	\$ -	\$	10,694	\$ 9,674	\$ 20,368	\$ -
Carry Forward Surplus	\$ 239,566	\$	242,403	\$ -	\$ 242,403	\$ 329,888
Total Revenues	\$ 998,153	\$	253,097	\$ 768,261	\$ 1,021,358	\$ 1,088,476
Expenditures						
Interest Expense - 11/1	\$ 239,566	\$	239,566	\$ -	\$ 239,566	\$ 300,113
Principal Expense - 5/1	\$ 150,000	\$	-	\$ 150,000	\$ 150,000	\$ 160,000
Interest Expense - 5/1	\$ 303,675	\$	-	\$ 303,675	\$ 303,675	\$ 300,113
Total Expenditures	\$ 693,241	\$	239,566	\$ 453,675	\$ 693,241	\$ 760,225
Other Financing Sources/(Uses)						
Transfer In/(Out)	\$ -	\$	1,771	\$ -	\$ 1,771	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$	1,771	\$ -	\$ 1,771	\$ -
Net Change in Fund Balance	\$ 304,912	\$	15,302	\$ 314,586	\$ 329,888	\$ 328,251

 Interest Expense 11/1/24
 \$ 296,313

 Total
 \$ 296,313

		Maximum Annual		Net Assessment Per	Gross Assessment
Product	Assessable Units		Debt Service	Unit	Per Unit
Single Family - Phase 3	162	\$	346,376	\$2,138	\$2,299
Townhomes - Phase 4	300	\$	397,545	\$1,325	\$1,425
Single Family - Phase 4	8	\$	14,666	\$1,833	\$1,971
	470	\$	758,588		

Community Development District Series 2022 Special Assessment Bonds Amortization Schedule

Date		Balance		Principal		Interest		Total
11/01/23	\$	10,850,000.00	\$		\$	300,112.50	\$	753,787.50
05/01/24	\$	10,850,000.00	ၞ \$	160,000.00	.⊅ \$	300,112.50	.⊅ \$	-
11/01/24	\$	10,690,000.00	\$	-	\$	296,312.50	\$	756,425.00
05/01/25	\$	10,690,000.00	\$	170,000.00	\$	296,312.50	\$	-
11/01/25	\$	10,160,000.00	\$	-	\$	292,275.00	\$	758,587.50
05/01/26	\$	10,160,000.00	\$	175,000.00	\$	292,275.00	\$	-
11/01/26	\$	10,160,000.00	\$	-	\$	288,118.75	\$	755,393.75
05/01/27	\$	10,160,000.00	\$	185,000.00	\$	288,118.75	\$	-
11/01/27	\$	10,160,000.00	\$	-	\$	283,725.00	\$	756,843.75
05/01/28	\$	10,160,000.00	\$	195,000.00	\$	283,725.00	\$	-
11/01/28	\$	9,965,000.00	\$	-	\$	278,606.25	\$	757,331.25
05/01/29	\$	9,965,000.00	\$	205,000.00	\$	278,606.25	\$	-
11/01/29	\$	9,760,000.00	\$	-	\$	273,225.00	\$	756,831.25
05/01/30	\$	9,760,000.00	\$	215,000.00	\$	273,225.00	\$	-
11/01/30	\$	9,545,000.00	\$		\$	267,581.25	\$	755,806.25
05/01/31	\$	9,545,000.00	\$	225,000.00	\$	267,581.25	\$	-
11/01/31	\$	9,080,000.00	\$	-	\$	261,675.00	\$	754,256.25
05/01/32	\$	9,080,000.00	\$	240,000.00	\$	261,675.00	\$	-
11/01/32	\$	9,080,000.00	\$	-	\$	255,375.00	\$	757,050.00
05/01/33	\$	9,080,000.00	\$	255,000.00	\$	255,375.00	\$	-
11/01/33	\$	8,825,000.00	\$		\$	248,203.13	\$	758,578.13
05/01/34	\$	8,825,000.00	\$	265,000.00	\$	248,203.13	\$	-
11/01/34	\$	8,560,000.00	\$		\$	240,750.00	\$	753,953.13
05/01/35	\$	8,560,000.00	\$	285,000.00	\$	240,750.00	\$	-
11/01/35	\$	8,275,000.00	\$	-	\$	232,734.38	\$	758,484.38
05/01/36	\$	8,275,000.00	\$	300,000.00	\$	232,734.38	\$	-
11/01/36	\$	7,975,000.00	\$	-	\$	224,296.88	\$	757,031.26
05/01/37	\$	7,975,000.00	\$	315,000.00	\$	224,296.88	\$	-
11/01/37	\$	7,660,000.00	\$	-	\$	215,437.50	\$	754,734.38
05/01/38	\$	7,660,000.00	\$	335,000.00	\$	215,437.50	\$	-
11/01/38	\$	7,325,000.00	\$	-	\$	206,015.63	\$	756,453.13
05/01/39	\$	7,325,000.00	\$	355,000.00	\$	206,015.63	\$	-
11/01/39	\$	6,970,000.00	\$	-	\$	196,031.25	\$	757,046.88
05/01/40	\$	6,970,000.00	\$	375,000.00	\$	196,031.25	\$	-
11/01/40	\$	6,595,000.00	\$	-	\$	185,484.38	\$	756,515.63
05/01/41	\$	6,595,000.00	\$	395,000.00	\$	185,484.38	\$	-
11/01/41	\$	6,200,000.00	\$		\$	174,375.00	\$	754,859.38
05/01/42	\$	6,200,000.00	\$	420,000.00	\$	174,375.00	\$	-
11/01/42	\$	5,780,000.00	\$	-	\$	162,562.50	\$	756,937.50
05/01/43	\$	5,780,000.00	\$	445,000.00	\$	162,562.50	\$	-
11/01/43	\$	5,335,000.00	\$	-	\$	150,046.88	\$	757,609.38
05/01/44	\$	5,335,000.00	\$	470,000.00	\$	150,046.88	\$	-
11/01/44	\$	4,865,000.00	\$	-	\$	136,828.13	\$	756,875.01
05/01/45	\$	4,865,000.00	\$	495,000.00	\$	136,828.13	\$	-
11/01/45	\$	4,370,000.00	\$	-	\$	122,906.25	\$	754,734.38
05/01/46	\$	4,370,000.00	\$	525,000.00	\$	122,906.25	\$	-
11/01/46	\$	3,845,000.00	\$	-	\$	108,140.63	\$	756,046.88
05/01/47	\$	3,845,000.00	↓ \$	555,000.00	\$	108,140.63	\$	-
11/01/47	\$	3,290,000.00	\$	-	\$	92,531.25	\$	755,671.88
05/01/48	\$	3,290,000.00	\$	585,000.00	\$	92,531.25	\$	-
11/01/48	\$	2,705,000.00	↓ \$	-	\$	76,078.13	\$	753,609.38
05/01/49	\$	2,705,000.00	\$	620,000.00	\$	76,078.13	\$	-
11/01/49	\$	2,085,000.00	↓ \$	-	\$	58,640.63	\$	754,718.76
05/01/50	\$	2,085,000.00	↓ \$	655,000.00	\$	58,640.63	\$	
11/01/50	\$	1,430,000.00	\$ \$	-	↓ \$	40,218.75	\$	753,859.38
05/01/51	\$	1,430,000.00	↓ \$	695,000.00	\$	40,218.75	\$	
11/01/51	\$	735,000.00	↓ \$	-	\$	20,671.88	\$	755,890.63
05/01/52	↓ \$	735,000.00	\$	735,000.00	\$	20,671.88	\$	755,671.88
		755,000.00	Ψ	755,000.00	Ψ	20,071.00	Ψ	/ 55,07 1.00
03/01/32								

SECTION VII

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT APPOINTING THE DISTRICT'S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT'S LOCAL BANK ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors desires to appoint the District's appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District's local bank account.

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

SECTION 1. The District's appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District's local bank account.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 4th day of April 2023.

ATTEST:

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION VIII

SECTION C

North Powerline Road CDD Field Management Report



04/04/2023 Marshall Tindall Field Services Manager GMS

Complete

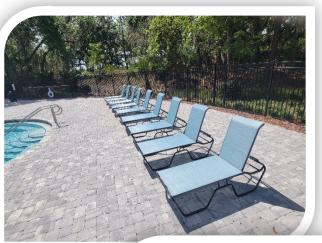
Landscaping & Ponds

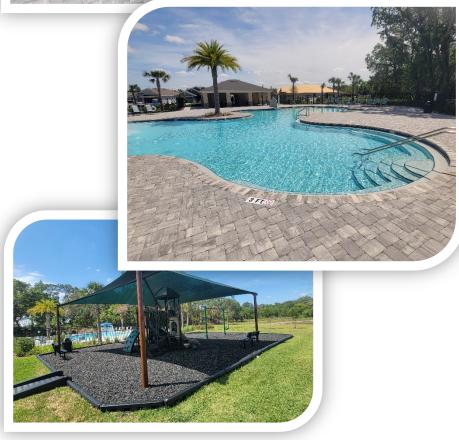


Complete

Amenity

Maintenance of facilities is satisfactory. New table frame installed. Pool furniture was cleaned in to prepare for spring. Additional playground fence proposal for consideration. Oaks along pool create extra maintenance pressure and additional cleanings are recommended.





In Progress

New Phase Review





Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-346-2453, or by email at <u>mtindall@gmscfl.com</u>. Thank you.

Respectfully,

Marshall Tindall

SECTION 1

SECTION (a)

JIM WILLIAMS FENCE COMPANY, INC.

ESTABLISHED 1959

934 East Rose Street, Lakeland, FL 33801

PROPOSAL						2 0			
For: <u>Governmenta</u> <u>Management</u> <u>Services</u> Address: <u>219 E Livingston</u> <u>St.</u> Orlando, FL 32801	Mobile	Phone	: <u>407-3</u> 4	Date _2/28/	23				
Address: 219 E Livingston St.	Home F	hone:				Work: 407	-84/-5524	1	
Orlando, FL 32801	Subdivi	sion: _			,	Work: <u>407</u> Fax:			
E-mail: <u>mindallegnscfl.com</u> FENCE SPECIFICATIONS-ALUMINUM	Job Add	lress:	596]e#	Lane, D	vey provided	7		
FENCE SPECIFICATIONS - ALUMINUM	Survey	stakes	visible 🕻	נ	Sur	vey provided	\square Will S	end 🗖	
<u>Install</u> <u>Height</u> <u>Style</u> <u>230' 4' Emily - 3 Re</u>	F	vistin	σ Fence	x x	x x x	New Fend	e		
230' 4' Emily - 3 Ra	il –	Alsun	g i ence	A 1		I tew I en			
Fence color: Klack									
Pickets: $\frac{3}{4}$ * $\frac{3}{4}$	_								
Picket gap: 3 1/8 Picket top: Flat									
Pickets: $3/4$ " $3/4$ " Picket gap: 3 $7/3$ Picket top: F/at Horizontal frame rails: (3) $1'/4' + 1'/4$ "									
					1				
Post size: 2 1/2" Post length: 6									
Posts have .075" wall thickness									
Post cap style: Flat	i i i i i i i i i i i i i i i i i i i			-	1	- T			
All posts set 4-s' on center in concrete				-					
Gate post: 2'/2" x 7' . 125' wall thickne	~			-					
Juic post. c /c a · · · · · · · · · · · ·									
Gate latch type: Vertical mana Oull				PI	ay ground	4			
Gate latch type: Vertical magna pull Gate hinge type: Self -closing aluminum Standard close (Self-close)	2076			1	19.0				
Standard close (Self-close)		++					+		
Gate frames: 2" frame									
Gate frames: 2" frame width height swing	_							_	
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					PHON	E ESTIMA	TE SITE		
Fence is approx. <u>0 - 2</u> ." off of ground.					INSP	ECTION R	EQUIREN		
	1 🔤		<u> </u>		++		+		
Fence / Grade Elevations (See back of contract for				-				ł	
A B C D (Clicle olle) examples)	A	Above	fence lay	out a	accepted b	ру			
Customer Initials		3	DIRT	Ģ	ASPHAL	T Q C	ONCRETE		
OPTIONS:									
TERMS:/z Deposit/z	On co	mpleti	ion.						
				appli	cable \$	5 —			
(*) All contracts are plus permit fees, if req <u>All fence lines claured</u> / staked by an	mer		(*) Tot	al Co	ontract §	9 485°	>		
	A	Approximate completion date							
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	0(1 (00	1104	/ Ear Of	2 60	2 6102			IAMS	
Lakeland	903-099	-1194	/ FAX 80	3-092	7-040 4				

 Lakeland 805-088-11947 Fax 805-085-0402

 Serving Central Florida Since 1959
 • Certified Drug-Free Workplace

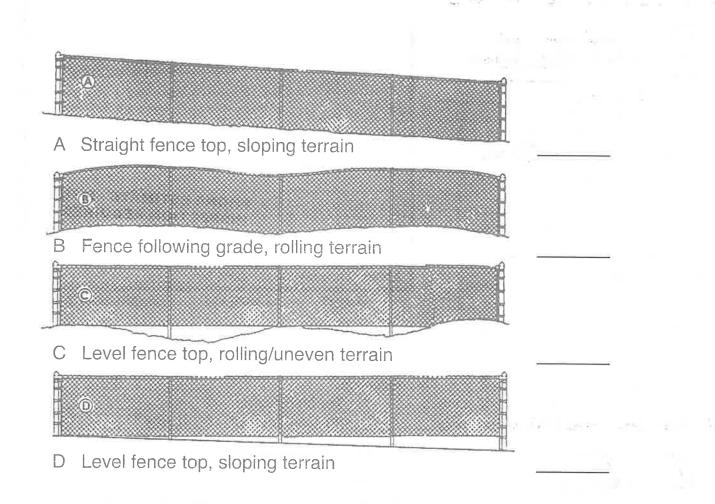
 THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

ADDITIONAL TERMS: Jim Williams Fence Company, Inc. ("Contractor") is not responsible or liable for any injury or damage resulting from use or misuse including, but not limited to climbing, scaling or under-passage of any fence, gate or other improvement installed by it on the premises of Owner. Location of all work and improvements on the property, location or damage to any underground pipes, cables or wires and <u>compliance with</u> any applicable deed restrictions or protective covenants is the responsibility of Owner.

Unless specifically stated otherwise, this quotation does not include grading, trimming, clearing of vegetation or debris. All fence lines to be cleared by owner unless otherwise specified.

Damage done to any improvements or work performed by Contractor by any Act of God, excessive wind, hazardous materials or chemicals, standing water, flooding or fires are not warranted by Contractor.

This proposal becomes a contract when accepted by Owner. Canceled contracts are subject to a 20% cancellation fee. Unless otherwise stated herein, the sums due hereunder shall be due and payable upon completion of the work. All sums not paid within terms listed are subject to interest charges of 1.5% a month from the completion date of the work. In the event contractor must employ an attorney to collect any sums due hereunder or enforce any of the terms of this contract, Owner agrees to pay any attorney's fee and costs incurred by Contractor.



THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

SECTION (b)

davidthefenceguy@gmail.com

ESTIMATE

HILLCREST FENCE LLC Phone #863-812-9397

Bill To	Estimate Number	EST-0007
North power line rd. CDD , Fl.	Estimate Date	Jan 11, 2023
Usa	Expiry Date	Jan 11, 2023

Item Name	Quantity	Rate	Amount
Install approximately 120 linear feet of RESIDENTIAL ALUMINUM picket fence around playgrounds to include One 4x4 residential swing gate and hardware	1	11682.0 0	11682.00
	Su	ub total	11682.00
	Sales tax exem	pt (0%)	0.00
		Total	\$11682.00

Notes

Look forward to doing business with you.

Terms & Conditions

By sighning below you verify to have read and hereby agree to ALL terms & conditions put forth in the initial HILLCREST FENCE LLC Greeting and estimate package.

Signature x_____

Powered by

SECTION 2





Welcome to the DeAngelo Contracting Services Family, here in DCS. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DeAngelo Contracting Services Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat
- * Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas.
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with DeAngelo Contracting Services:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services/Aquagenix





DCS/Aquagenix AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement Dated March 21, 2023, is made between DeAngelo Contracting Services/Aquagenix and "CUSTOMER" as described as follows:

North Powerline Road CDD c/o Governmental Management Services/CFL 219 Livingston Street Orlando, FL 32801 Contact: Marshall Tindall – P: (407) 841-5524 – E: mtindall@gmscfl.com

** Site Location and onsite contact are the same as customer**

Both CUSTOMER and DCS agree to the following:

1. Site Locations:

DCS/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):

Phase 1, 2, and 3 - 23 lakes

2. Contract Services: CUSTOMER agrees to pay DCS/Aquagenix the following amounts during the term of this Agreement for these specific water management services:

➤ Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter from the toe of the bank out 15ft into the water

- ➤ Algae treatment 15 feet into the water
- > Treatment to a manageable level of floating aquatic vegetation
- > Trash Removal along borders of lakes during regular scheduled maintenance
- > Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- ➤ Aquatic consulting
- ➤ Management reporting
- ➤ Yearly site review of aquatic systems & stormwater systems
- > Submersed aquatic vegetation treatments performed on a separate work order basis
- > Abide by Florida BMPs for aquatic vegetation treatment and management

Annual Program Investment <u>\$15,204.00</u>

Invoiced each month at **\$1,267.00**

We will perform 12 inspection per year. Treatments are completed as necessary and will follow Florida Best Management Practices for management and control of aquatic vegetation and algae.

Scheduled Site Visits Per Month							
January 1	February 1	March 1	April 1	May 1	June 1		
July 1	August 1	September 1	October 1	November 1	December 1		

3. Contract terms:

The term of this Agreement shall start on October 1, 2023, for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Automatic Renewal Automatic Renewal:

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

5. Safety:

DCS/Aquagenix agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations, and BMP -Best Management Practices for aquatics.

6. Insurance:

DCS/Aquagenix agrees to maintain 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.

7. Address Change:

If DCS/Aquagenix or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

8. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

9. Schedule of Payment and Penalties for past due invoices:

CUSTOMER will be invoiced monthly and agrees to pay Aquagenix within thirty (30) days after date of invoice at DCS's home office at 100 North Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

10. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. 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. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

11. 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 DCS, 100 N. Conahan Dr., Hazleton, PA 18201. DeAngelo Contracting Services 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 DCS/Aquagenix in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

12. OTHER ITEMS: - This is the area to add specific definitive language for the contract and define specific areas that are not covered under the contract.

- Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- c. The CUSTOMER is responsible for notifying DCS/Aquagenix in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

13. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If 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 DCS and CUSTOMER.

 DeAngelo Contracting Services/Aquagenix
 CUSTOMER

 PRINT NAME
 PRINT NAME

 DATE
 DATE

The offer contained in this Agreement is valid for sixty (60) 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.

SECTION 3



<u>Corporate (Orlando/ Polk County)</u> 200 South F Street Haines City, Florida 33844 <u>Tampa</u> 9513 US 92 East Tampa, Florida 33610

(863) 422-5207 www.princeandsonsinc.com

Landscape Maintenance Proposal HORSE CREEK

March 28, 2023

North Power Line Road CDD c/o Marshall Tindall, Assistant Field Manager Governmental Management Services-CFL

We sincerely appreciate the opportunity to propose how Prince and Sons 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:

EANDOCATE MAINTENANCE FOR THASES 1-5								
Service	Price Per Month	Price Per Year						
Landscape Maintenance	\$5,630	\$67,560						
Shrub/ Tree Fertilization	\$200	\$2,400						
Irrigation Inspection	\$360	\$4,320						
TOTAL	\$6.190	\$74.280						

LANDSCAPE MAINTENANCE FOR PHASES 1-3

ADDITIONAL SERVICES

Service	Est. # of Units	Price Per Unit	TOTAL
Mulch	200 Yards	\$60	\$12,000

This proposal is for April 2023-October 2024 and encompasses the provided scope of service. Phase 4 will be added when it comes online. Areas to be maintained are in maps below.

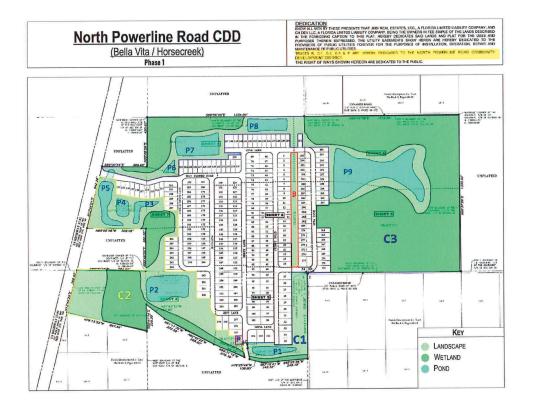
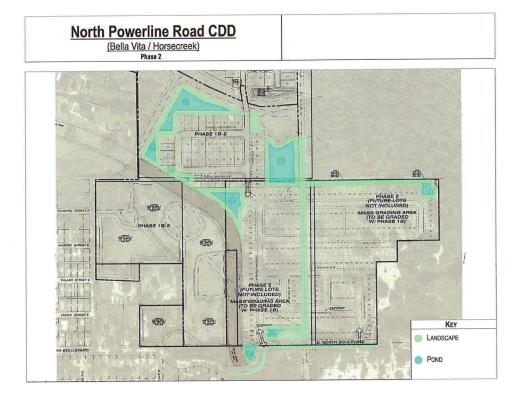
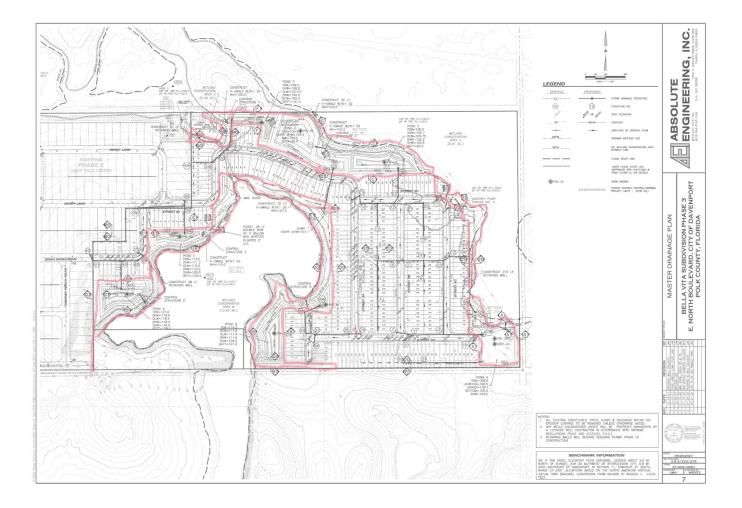


Exhibit A Services Area Map



5



NORTH POWERLINE ROAD CDD (Horse Creek at Crosswinds)

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A"

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment ofschedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

<u>Edging</u>

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year

as needed to accomplish the full amount of detail rotations. **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12' is included in the scope of the work. If pruning is required above the height of 12', contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8' of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for

maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule - St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

<u>Warranty</u>

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" - Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall

height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component "D" – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A
 description of the problem, its location and estimated cost should be included. All repairs must
 be approved by the CDD representative prior to initiating any work. It is up to CDD
 management's discretion to allow contractor to proceed with repairs at an agreed threshold
 without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be $4 \frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2" depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

SECTION D

SECTION 1

North Powerline Road Community Development District

Summary of Check Register

February 1, 2023 to February 28, 2023

Bank	Date	Check No.'s	Amount
General Fund	2/1/23	453 - 456	\$ 5,981.04
	2/8/23	457 - 461	\$ 1,762.79
	2/15/23	462 - 467	\$ 17,111.80
	2/27/23	468	\$ 921.34
			\$ 25,776.97
		Total Amount	\$ 25,776.97

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUT 02/01/2023 - 02/28/2023 *** N POWERLINE RD - GENERAL BANK A NORTH POWERLINE RD	ER CHECK REGISTER	RUN 3/28/23	PAGE 1
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/01/23 00051	1/27/23 9041 202301 330-57200-48200 MTHLY CLEANING SVC-JAN 23 CSS CLEAN STAR SERVICES CENTR		550.00	550.00 000453
	1/12/23 5414 202212 310-51300-31500		2,934.50	
2/01/25 00052	GENERAL COUNSEL - DEC 22 1/18/23 5506 202204 310-51300-31500	*	85.50	
	REVISE PARCEL TXFER DOCS			
	KILINSKI / VAN WYK, PLLC			3,020.00 000454
2/01/23 00050	2/01/23 18436 202302 330-57200-48500 POOL MAINTENANCE - FEB 23	*	1,500.00	
	RESORT POOL SERVICES DBA			1,500.00 000455
2/01/23 00059	1/19/23 11135000 202301 330-57200-34500 SECURITY SVCS 01/13-01/19	*	455.52	
	1/26/23 11143223 202301 330-57200-34500	*	455.52	
	SECURITY SVCS 01/20-01/26 SECURITAS SECURITY SERVICES U	ISA, INC		911.04 000456
2/08/23 00029	1/31/23 00052592 202301 310-51300-48000		210.76	
	NOT OF RULE DEV 01/09 1/31/23 00052592 202301 310-51300-48000	*	431.10	
	NOT OF RULE MAKING 01/10 1/31/23 00052592 202301 310-51300-48000	*	320.93	
	FY23 MEETING DATES 01/10			962.79 000457
	CA FLORIDA HOLDINGS, LLC			
2/08/23 0005/	2/07/23 DA020720 202302 310-51300-11000 SUPERVISOR FEES 02/07/23		200.00	
	DANIEL ARNETTE			200.00 000458
2/08/23 00058	2/07/23 EC020720 202302 310-51300-11000 SUPERVISOR FEES 02/07/23	*	200.00	
	EMILY J CASSIDY			200.00 000459
2/08/23 00008		*	200.00	
	SUPERVISOR FEES 02/07/23 KEVIN CHINOY			200.00 000460
2/08/23 00009	2/07/23 LS020720 202302 310-51300-11000	*	200.00	
	SUPERVISOR FEES 02/07/23 LAUREN SCHWENK			200.00 000461
2/15/23 00049	2/01/23 27908 202302 320-53800-47000		918.00	
2, 20, 20, 00019	LAKE MAINTENANCE - FEB 23 AOUAGENIX		210.00	918.00 000462

NPRC NORTH POWER LI MBYINGTON

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/28/23 PAGE 2 *** CHECK DATES 02/01/2023 - 02/28/2023 *** N POWERLINE RD - GENERAL BANK A NORTH POWERLINE RD

CHECK VEND# DATE	DATE	DICE INVOICE	EXPENSED TO YRMO DPT ACCT#	SUB SUBO	VENDOR N. CLASS	AME S	STATUS	AMOUNT	CHECK AMOUNT #
2/15/23 00006	2/01/23	87	202302 310-51300-	-34000			*	3,154.42	
		87		-35200			*	100.00	
	2/01/23	87		-35100			*	150.00	
	2/01/23	87	TION TECH FEB23 202302 310-51300-	-31300			*	500.00	
	2/01/23	87		-48300			*	416.67	
	2/01/23	AMENITY 87	ACCESS FEB23 202302 310-51300-	-51000			*	1.14	
	2/01/23		SUPPLIES FEB23 202302 310-51300·	-42500			*	71.01	
	2/01/23	COPIES 88	202302 320-53800-	-34000			*	1,312.50	
			ANAGEMENT FEB23		MENTAL MANAGEM	ENT SERVICES-CF			5,705.74 000463
2/15/23 00034	2/01/23		202302 320-53800-			ENT SERVICES-CF 		2,990.42	
2/13/23 00034		LANDSCA	PE MAINT - FEB 23					,	
			202302 320-53800- NOZZLES/DRIPLINE				*	69.99	
				PRINCE	& SONS INC.				3,060.41 000464
2/15/23 00059	1/31/23	11150483	202301 330-57200- Y SVCS 01/27-01/3	-34500			*	996.32	
		SECURII		SECURI	TAS SECURITY S	ERVICES USA, INC			996.32 000465
2/15/23 00048	1/25/23	6809560	202302 310-51300-	-32300			*	3,030.47	
	1/25/23	6809560	202302 300-15500-	-10000			*	1,010.16	
			FEES S20-FY24		к				4,040.63 000466
2/15/23 00054	2/14/23	02142023	202302 300-15500-	-10000			*	2,390.70	
		PLAYGRN	D/FUR LEASE-MAR23	WHFS, 1	LLC				2,390.70 000467
	2/21/23	5790	202301 310-51300-	-31500			*	921.34	
		GENERAL	COUNSEL - JAN 23	KILINS	KI / VAN WYK,	PLLC			921.34 000468
					T	OTAL FOR BANK A		25,776.97	
					Т	OTAL FOR REGISTER	ł.	25,776.97	

NPRC NORTH POWER LI MBYINGTON

SECTION 2

Community Development District

Unaudited Financial Reporting

February 28, 2023



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Community Development District

Combined Balance Sheet

February 28, 2023

		General		Debt Service	Са	pital Projects	Total					
		Fund		Fund		Fund	Governmental Funds					
Assets:												
Cash:	¢	F (4 (20)	<i>•</i>		A		¢	F (1 (00				
Operating Account	\$	561,629	\$	-	\$	-	\$	561,629				
Capital Projects Account	\$	-	\$	-	\$	1,000	\$	1,000				
Investments:												
Series 2020	.											
Reserve	\$	-	\$	355,933	\$	-	\$	355,933				
Revenue	\$	-	\$	715,287	\$	-	\$	715,287				
Prepayment	\$	-	\$	124	\$	-	\$	124				
Construction - Phase 1	\$	-	\$	-	\$	5,561	\$	5,561				
Construction - Phase 2	\$	-	\$	-	\$	390	\$	390				
<u>Series 2022</u>												
Reserve	\$	-	\$	758,588	\$	-	\$	758,588				
Revenue	\$	-	\$	13,531	\$	-	\$	13,531				
Interest	\$	-	\$	1,771	\$	-	\$	1,771				
Construction - Phase 3	\$	-	\$	-	\$	12,587	\$	12,587				
Construction - Phase 4	\$	-	\$	-	\$	3,363	\$	3,363				
Due from General Fund	\$	-	\$	1,269	\$	-	\$	1,269				
Prepaid Expenses	\$	2,391	\$	-	\$	-	\$	2,391				
Total Assets	\$	564,020	\$	1,846,502	\$	22,901	\$	2,433,423				
Liabilities:												
Accounts Payable	\$	4,772	\$	-	\$	-	\$	4,772				
Due to Debt Service	\$	1,269	\$	-	\$	-	\$	1,269				
Retainage Payable	\$	-	\$	-	\$	232,664	\$	232,664				
Total Liabilites	\$	6,041	\$	-	\$	232,664	\$	238,705				
Fund Balance:												
Nonspendable:												
Prepaid Items	\$	2,391	\$	-	\$	-	\$	2,391				
Restricted for:		,	•					,				
Debt Service - Series 2020	\$	-	\$	1,072,612	\$	-	\$	1,072,612				
Debt Service - Series 2022	\$	-	\$	773,890	\$	-	\$	773,890				
Capital Projects - Series 2020	\$	-	\$	-	\$	6,950	\$	6,950				
Capital Projects - Series 2020	\$	-	\$	-	\$	(216,714)	\$	(216,714)				
Unassigned	\$ \$	555,588	\$	-	\$	-	\$	555,588				
	· ·		Ŧ									
Total Fund Balances	\$	557,979	\$	1,846,502	\$	(209,763)	\$	2,194,718				
Total Liabilities & Fund Balance	\$	564,020	\$	1,846,502	\$	22,901	\$	2,433,423				
Total Liabilities & Fully Dalalice	φ	<u> </u>	- ф	1,040,302	Ψ		φ	2,433,423				

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pro	orated Budget		Actual	
	Budget	Th	ru 02/28/23	Tł	nru 02/28/23	Variance
Revenues:						
Assessments - Tax Roll	\$ 371,728	\$	368,197	\$	368,197	\$ -
Assessments - Direct Bill	\$ 178,885	\$	134,165	\$	134,165	\$ -
Developer Contributions	\$ 114,111	\$	-	\$	-	\$ -
Miscellaneous Revenue	\$ -	\$	-	\$	60	\$ 60
Interest	\$ -	\$	-	\$	20	\$ 20
Total Revenues	\$ 664,725	\$	502,362	\$	502,442	\$ 80
Expenditures:						
General & Administrative:						
Supervisor Fees	\$ 12,000	\$	5,000	\$	3,800	\$ 1,200
Engineering	\$ 20,000	\$	8,333	\$	847	\$ 7,487
Attorney	\$ 30,000	\$	12,500	\$	9,907	\$ 2,593
Annual Audit	\$ 5,500	\$	-	\$	-	\$
Assessment Administration	\$ 5,000	\$	5,000	\$	5,000	\$
Arbitrage	\$ 1,350	\$	450	\$	450	\$
Dissemination	\$ 7,000	\$	2,917	\$	2,500	\$ 417
Trustee Fees	\$ 12,500	\$	4,041	\$	4,041	\$
Management Fees	\$ 37,853	\$	15,772	\$	15,772	\$ ((
Information Technology	\$ 1,800	\$	750	\$	750	\$
Website Maintenance	\$ 1,200	\$	500	\$	500	\$
Telephone	\$ 300	\$	125	\$	-	\$ 125
Postage & Delivery	\$ 1,000	\$	417	\$	158	\$ 259
Insurance	\$ 6,684	\$	6,684	\$	5,988	\$ 696
Printing & Binding	\$ 1,000	\$	417	\$	72	\$ 345
Legal Advertising	\$ 10,000	\$	4,167	\$	2,902	\$ 1,265
Other Current Charges	\$ 5,000	\$	2,083	\$	197	\$ 1,887
Office Supplies	\$ 625	\$	260	\$	17	\$ 243
Travel Per Diem	\$ 600	\$	250	\$	-	\$ 250
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$
Total General & Administrative	\$ 159,587	\$	69,840	\$	53,075	\$ 16,766

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted		Prorated Budget		Actual		
		Budget		Thru 02/28/23	T	Thru 02/28/23		Variance
		0						
<u>Operations & Maintenance</u>								
Field Expenditures								
Property Insurance	\$	20,000	\$	20,000	\$	11,774	\$	8,226
Field Management	\$	15,750	\$	6,563	\$	6,563	\$	-
Landscape Maintenance	\$	95,000	\$	39,583	\$	14,952	\$	24,631
Landscape Replacement	\$	25,000	\$	10,417	\$	4,100	\$	6,317
Lake Maintenance	\$	21,600	\$	9,000	\$	4,590	\$	4,410
Streetlights	\$	75,000	\$	31,250	\$	12,563	\$	18,687
Electric	\$	7,500	\$	3,125	\$	1,089	\$	2,036
Water & Sewer	\$	2,400	\$	1,000	\$	262	\$	738
Sidewalk & Asphalt Maintenance	\$	2,500	\$	1,042	\$	-	\$	1,042
Irrigation Repairs	\$	5,000	\$	2,083	\$	299	\$	1,784
General Repairs & Maintenance	\$	15,000	\$	6,250	\$	-	\$	6,250
Contingency	\$	7,500	\$	3,125	\$	-	\$	3,125
Subtotal Field Expenditures	\$	292,250	\$	133,438	\$	56,192	\$	77,246
Amenity Expenditures								
Amenity - Electric	\$	14,400	\$	6,000	\$	4,473	\$	1,527
Amenity Water	\$	4,000	\$	1,667	\$	926	\$	741
Playground Lease	\$	28,688	\$	11,954	\$	11,954	\$, 11
Internet	\$	2,000	\$	833	\$	505	\$	328
Pest Control	\$	600	\$	250	\$		\$	250
Janitorial Services	\$	7,500	\$	3,125	\$	2,750	\$	375
Security Services	\$	34,000	\$	14,167	\$	6,519	\$	7,647
Pool Maintenance	\$	20,000	\$	8,333	\$	7,750	\$	583
Amenity Access Management	\$	5,000	\$	2,083	\$	2,083	\$	(0)
Amenity Repairs & Maintenance	\$	15,000	\$	6,250	\$	2,132	\$	4,118
Contingency	\$	7,500	\$	3,125	\$	-	\$	3,125
Subtotal Amenity Expenditures	\$	138,688	\$	57,787	\$	39,092	\$	18,695
Subtotal Amenity Experiation es	Ψ	150,000	Ψ	57,707	Ψ	57,072	Ψ	10,075
Total Operations & Maintenance	\$	430,938	\$	191,224	\$	95,284	\$	95,941
Total Expenditures	\$	590,525	\$	261,065	\$	148,358	\$	112,706
Total Expenditul es	Ą	390,323	. ,	201,005	æ	140,330	æ	112,700
Excess (Deficiency) of Revenues over Expenditures	\$	74,200			\$	354,083		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	(74,200)	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	(74,200)	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	0			\$	354,083		
Fund Balance - Beginning	\$	-			\$	203,895		
Fund Balance - Ending	\$	0			\$	557,979		

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Р	rorated Budget		Actual	
	Budget	I	Chru 02/28/23	Т	'hru 02/28/23	Variance
Revenues:						
Assessments - Tax Roll	\$ 711,117	\$	704,506	\$	704,506	\$ -
Interest	\$ -	\$	-	\$	6,384	\$ 6,384
Total Revenues	\$ 711,117	\$	704,506	\$	710,890	\$ 6,384
Expenditures:						
Interest - 11/1	\$ 229,241	\$	229,241	\$	229,241	\$ (0)
Special Call - 11/1	\$ -	\$	-	\$	5,000	\$ (5,000)
Principal - 5/1	\$ 255,000	\$	-	\$	-	\$ -
Interest - 5/1	\$ 229,241	\$	-	\$	-	\$ -
Total Expenditures	\$ 713,481	\$	229,241	\$	234,241	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ (2,364)			\$	476,650	
Fund Balance - Beginning	\$ 233,810			\$	595,963	
Fund Balance - Ending	\$ 231,446			\$	1,072,612	

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	P	Prorated Budget		Actual	
	Budget]	Chru 02/28/23	1	Fhru 02/28/23	Variance
Revenues:						
Assessments - Direct Bill	\$ 758,588	\$	-	\$	-	\$ -
Interest	\$ -	\$	-	\$	10,694	\$ 10,694
Total Revenues	\$ 758,588	\$	-	\$	10,694	\$ 10,694
Expenditures:						
Interest - 11/1	\$ 239,566	\$	239,566	\$	239,566	\$ 0
Principal - 5/1	\$ 150,000	\$	-	\$	-	\$ -
Interest - 5/1	\$ 303,675	\$	-	\$	-	\$ -
Total Expenditures	\$ 693,241	\$	239,566	\$	239,566	\$ 0
Excess (Deficiency) of Revenues over Expenditures	\$ 65,347			\$	(228,871)	
Other Financing Sources/(Uses):						
Transfer In/(Out)	\$ -	\$	-	\$	1,771	\$ 1,771
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	1,771	\$ 1,771
Net Change in Fund Balance	\$ 65,347			\$	(227,100)	
Fund Balance - Beginning	\$ 239,566			\$	1,000,990	
Fund Balance - Ending	\$ 304,912			\$	773,890	

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prora	ted Budget		Actual	
	Budget	udget Thru 02/28/23 Thru 0				hru 02/28/23	Variance
Revenues							
Developer Contributions	\$	-	\$	-	\$	7,570	\$ 7,570
Interest	\$	-	\$	-	\$	133	\$ 133
Total Revenues	\$	-	\$	-	\$	7,703	\$ 7,703
Expenditures:							
Capital Outlay - Phase 1	\$	-	\$	-	\$	4,332	\$ (4,332)
Capital Outlay - Phase 2	\$	-	\$	-	\$	7,570	\$ (7,570)
Total Expenditures	\$	-	\$	-	\$	11,902	\$ (11,902)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(4,198)	
Fund Balance - Beginning	\$	-			\$	11,149	
Fund Balance - Ending	\$	-			\$	6,950	

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopte	ed	Pı	orated Budget		Actual	
	Budge	et	T	nru 02/28/23	7	`hru 02/28/23	Variance
Revenues							
Developer Contributions	\$	-	\$	-	\$	2,003,810	\$ 2,003,810
Interest	\$	-	\$	-	\$	32,695	\$ 32,695
Total Revenues	\$	-	\$	-	\$	2,036,505	\$ 2,036,505
Expenditures:							
Capital Outlay - Phase 3	\$	-	\$	-	\$	4,168,689	\$ (4,168,689)
Capital Outlay - Phase 4	\$	-	\$	-	\$	1,960,135	\$ (1,960,135)
Total Expenditures	\$	-	\$	-	\$	6,128,824	\$ (6,128,824)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(4,092,319)	
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	(1,771)	\$ (1,771)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	(1,771)	\$ (1,771)
Net Change in Fund Balance	\$	-			\$	(4,094,090)	
Fund Balance - Beginning	\$	-			\$	3,877,377	
Fund Balance - Ending	\$	-			\$	(216,714)	

Community Development District Month to Month

	Oct	N	Nov	Dec	Jan		Feb	March	April	May	June		July		Aug		Sept		Total
Revenues:																			
Assessments - Tax Roll	\$ -	\$	9,803 \$	276,892	\$ 80	,839 \$	663	\$ -	\$ -	\$ - \$	5	- \$	-	\$	-	\$	-	\$	368,197
Assessments - Direct Bill	\$ 44,722	\$	- \$	44,722	\$	- \$	44,722	\$ -	\$	\$ - \$	5	- \$		\$	-	\$	-	\$	134,165
Developer Contributions	\$ -	\$	- \$	-	\$	- \$	-	\$ -	\$ -	\$ - \$	5	- \$	-	\$	-	\$	-	\$	-
Miscellaneous Revenue	\$ 60	\$	- \$	-	\$	- \$	-	\$ -	\$ -	\$ - \$	5	- \$	-	\$	-	\$	-	\$	60
Interest	\$ 1	\$	2 \$	4	\$	8 \$	4	\$ -	\$ -	\$ - \$	5	- \$	-	\$	-	\$	-	\$	20
Total Revenues	\$ 44,783	\$	9,805 \$	321,618	\$ 80	,847 \$	45,389	\$ -	\$ -	\$ - \$	5	- \$	-	\$	-	\$	-	\$	502,442
Expenditures:																			
<u>General & Administrative:</u>																			
Supervisor Fees	\$ 600	\$	800 \$	800	\$	800 \$	800	\$	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	3,800
Engineering	\$ 413	\$	- \$	434	\$	- \$		\$	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	847
Attorney	\$ 2,822	\$	1,370 \$	2,935	\$	921 \$	1,859	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	9,907
Annual Audit	\$ -	\$	- \$	-	\$	- \$	-	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	-
Assessment Administration	\$ 5,000	\$	- \$	-	\$	- \$	-	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	5,000
Arbitrage	\$ -	\$	- \$	450	\$	- \$	-	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	450
Dissemination	\$ 500	\$	500 \$	500	\$	500 \$	500	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	2,500
Trustee Fees	\$ -	\$	- \$	-	\$	- \$	4,041	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	4,041
Management Fees	\$ 3,154	\$	3,154 \$	3,154	\$ 3	,154 \$	3,154	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	15,772
Information Technology	\$ 150	\$	150 \$	150	\$	150 \$	150	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	750
Website Maintenance	\$ 100	\$	100 \$	100	\$	100 \$	100	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	500
Telephone	\$ -	\$	- \$	-	\$	- \$		\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	-
Postage & Delivery	\$ 25	\$	16 \$	46	\$	70 \$	-	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	158
Insurance	\$ 5,988	\$	- \$	-	\$	- \$	-	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	5,988
Printing & Binding	\$ -	\$	- \$	-	\$	1 \$	71	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	72
Legal Advertising	\$ 311	\$	1,627 \$	-	\$	963 \$	-	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	2,902
Other Current Charges	\$ 39	\$	39 \$	39	\$	39 \$	39	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	197
Office Supplies	\$ 1	\$	6 \$	3	\$	6 \$	1	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	17
Travel Per Diem	\$ -	\$	- \$	-	\$	- \$	-	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	-
Dues, Licenses & Subscriptions	\$ 175	\$	- \$	-	\$	- \$	-	\$ -	\$ -	\$ - \$	5	- \$		- \$		- \$		- \$	175
Total General & Administrative	\$ 19,279	\$	7,763 \$	8,612	\$ 6	,705 \$	10,716	\$ -	\$ -	\$ - 5	5	- \$		- \$		- \$		- \$	53,075

Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Field Expenditures													
Property Insurance	\$ 11,774	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	11,774
Field Management	\$ 1,313	\$ 1,313 \$	1,313 \$	1,313 \$	1,313 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,563
Landscape Maintenance	\$ 2,990	\$ 2,990 \$	2,990 \$	2,990 \$	2,990 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	14,952
Landscape Replacement	\$ -	\$-\$	4,100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,100
Lake Maintenance	\$ 918	\$ 918 \$	918 \$	918 \$	918 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,590
Streetlights	\$ 2,509	\$ 2,509 \$	2,509 \$	2,509 \$	2,527 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,563
Electric	\$ 195	\$ 321 \$	262 \$	2 \$	310 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,089
Water & Sewer	\$ 150		- \$	41 \$	38 \$	- \$		- \$	- \$	- \$	- \$	- \$	262
Sidewalk & Asphalt Maintenance	\$ -		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Irrigation Repairs	\$ 229		- \$	- \$	70 \$			- \$	- \$	- \$	- \$	- \$	299
General Repairs & Maintenance	\$ 		- \$	- \$	- \$			- \$	- \$	- \$	- \$	- \$	-
Contingency	\$ -	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Field Expenditures	\$ 20,078	\$ 8,083 \$	12,092 \$	7,773 \$	8,166 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	56,192
Amenity Expenditures													
Amenity - Electric	\$ 956	\$ 1,614 \$	898 \$	- \$	1,005 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,473
Amenity - Water	\$ 175	\$ 173 \$	197 \$	185 \$	196 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	926
Playground Lease	\$ 2,391	\$ 2,391 \$	2,391 \$	2,391 \$	2,391 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	11,954
Internet	\$ 101	\$ 101 \$	101 \$	101 \$	101 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	505
Pest Control	\$ 	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Janitorial Services	\$ 550	\$ 550 \$	550 \$	550 \$	550 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,750
Security Services	\$ - :	\$-\$	1,139 \$	3,018 \$	2,363 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,519
Pool Maintenance	\$ 1,750	\$ 1,500 \$	1,500 \$	1,500 \$	1,500 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7,750
Amenity Access Management	\$ 417	\$ 417 \$	417 \$	417 \$	417 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,083
Amenity Repairs & Maintenance	\$ 1,882	\$ 250 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,132
Contingency	\$ -	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Amenity Expenditures	\$ 8,221	\$ 6,995 \$	7,192 \$	8,161 \$	8,523 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	39,092
Total Operations & Maintenance	\$ 28,299	\$ 15,078 \$	19,284 \$	15,933 \$	16,689 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	95,284
Total Expenditures	\$ 47,578	\$ 22,841 \$	27,896 \$	22,638 \$	27,405 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	148,358
Excess (Deficiency) of Revenues over Expenditures	\$ (2,795)	\$ (13,036) \$	293,722 \$	58,209 \$	17,984 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	354,083
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ - :	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Other Financing Sources/Uses	\$ -	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Net Change in Fund Balance	\$ (2,795)	\$ (13,036) \$	293,722 \$	58,209 \$	17,984 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	354,083

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds

Maturity Date:	5/1/2051
5	, ,
Reserve Fund Definition	50% Maximum Annual Debt Service
Reserve Fund Requirement	\$355,933
Reserve Fund Balance	\$355,933
Bonds Outstanding - 12/14/20	\$12,685,000
Less: Principal Payment - 05/01/22	(\$250,000)
Less: Special Call - 05/01/22	(\$20,000)
Less: Special Call - 11/01/22	(\$5,000)

Current Bonds Outstanding

Series 2022, Special Assessment Revenue Bonds

Maturity Date:
Reserve Fund Definition
Reserve Fund Requirement
Reserve Fund Balance

11/1/2052 Maximum Annual Debt Service \$758,588 \$758,588

Bonds Outstanding - 06/09/22

Current Bonds Outstanding

\$11,000,000

\$11,000,000

\$12,410,000

COMMUNITY DEVELOPMENT DISTRICT Special Assessment Receipts

Fiscal Year 2023

						Gross Assessments	\$ 400,416.70	\$ 766,155.52	\$ 1,166,572.22
						Net Assessments	\$ 372,387.53	\$ 712,524.63	\$ 1,084,912.16
				ON ROLL ASSE	SSMENTS				
							34.32%	65.68%	100.00%
								Series 2020	
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	O&M Portion	Debt Service	Total
11/16/22	10/01/22-10/31/22	\$10,160.21	(\$406.39)	(\$195.08)	\$0.00	\$9,558.74	\$3,281.11	\$6,277.63	\$9,558.74
11/21/22	11/01/22-11/06/22	\$22,539.95	(\$901.49)	(\$432.77)	\$0.00	\$21,205.69	\$7,278.69	\$13,927.00	\$21,205.6
11/25/22	11/07/22-11/13/22	\$10,056.05	(\$402.20)	(\$193.08)	\$0.00	\$9,460.77	\$3,247.33	\$6,213.44	\$9,460.7
11/30/22	1% Fee Adj	(\$11,665.73)	\$0.00	\$0.00	\$0.00	(\$11,665.73)	(\$4,004.17)	(\$7,661.56)	(\$11,665.7
12/12/22	11/14/22 - 11/23/22	\$38,317.15	(\$1,532.60)	(\$735.69)	\$0.00	\$36,048.86	\$12,373.49	\$23,675.37	\$36,048.8
12/21/22	11/24/22-11/30/22	\$437,578.33	(\$17,501.70)	(\$8,401.53)	\$0.00	\$411,675.10	\$141,304.23	\$270,370.87	\$411,675.1
12/23/22	12/01/22 - 12/15/22	\$381,560.06	(\$15,261.37)	(\$7,325.97)	\$0.00	\$358,972.72	\$123,214.55	\$235,758.17	\$358,972.7
01/13/23	12/16/22-12/31/22	\$250,270.79	(\$9,948.58)	(\$4,806.44)	\$0.00	\$235,515.77	\$80,838.93	\$154,676.84	\$235,515.7
02/16/23	01/01/23-01/31/23	\$2,011.21	(\$40.22)	(\$39.42)	\$0.00	\$1,931.57	\$663.00	\$1,268.57	\$1,931.5
	TOTAL	\$ 1,140,828.02	\$ (45,994.55)	\$ (22,129.98) \$; -	\$ 1,072,703.49	\$ 368,197.16	\$ 704,506.33	\$ 1,072,703.4

99% Net Percent Collected \$ 12,208.67 Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

2023-01						
CH Dev LLC			Net Assessments	\$389,374.55	\$74,681.76	\$314,692.79
Date	Due	Check		Amount	Operations &	Series 2022
Received	Date	Number	Net Assessed	Received	Maintenance	Debt Service
10/11/22	10/1/22	1187 & 1523	\$18,670.44	\$18,670.44	\$18,670.44	\$0.00
12/6/22	12/1/22	1202 & 1594	\$18,670.44	\$18,670.44	\$18,670.44	\$0.00
2/8/23	2/1/23	1218 & 1656	\$18,670.44	\$18,670.44	\$18,670.44	\$0.00
	4/1/23		\$189,401.19		\$0.00	\$0.00
	5/1/23		\$18,670.44		\$0.00	\$0.00
	10/1/23		\$125,291.60		\$0.00	\$0.00
			\$389,374.55	\$56,011.32	\$56,011.32	\$0.00

2023-02 GLK Real Estate LLC			Net Assessments	\$335,874.90	\$64,420.57	\$271,454.33
Date	Due	Check		Amount	Operations &	Series 2022
Received	Date	Number	Net Assessed	Received	Maintenance	Debt Service
10/11/22	10/1/22	1187 & 1523	\$16,105.14	\$16,105.14	\$16,105.14	\$0.00
12/6/22	12/1/22	1202 & 1594	\$16,105.14	\$16,105.14	\$16,105.14	\$0.00
2/8/23	2/1/23	1218 & 1656	\$16,105.14	\$16,105.14	\$16,105.14	\$0.00
	4/1/23		\$163,377.67		\$0.00	\$0.00
	5/1/23		\$16,105.14		\$0.00	\$0.00
	10/1/23		\$108,076.66		\$0.00	\$0.00
			\$335,874.89	\$48,315.42	\$48,315.42	\$0.00

2023-03						
Cassidy Holdings LLC			Net Assessments	\$68,576.46	\$13,152.92	\$55,423.54
Date	Due	Check		Amount	Operations &	Series 2022
Received	Date	Number	Net Assessed	Received	Maintenance	Debt Service
10/11/22	10/1/22	1187 & 1523	\$3,288.23	\$3,288.23	\$3,288.23	\$0.00
12/6/22	12/1/22	1202 & 1594	\$3,288.23	\$3,288.23	\$3,288.23	\$0.00
2/8/23	2/1/23	1218 & 1656	\$3,288.23	\$3,288.23	\$3,288.23	\$0.00
	4/1/23		\$33,357.25		\$0.00	\$0.00
	5/1/23		\$3,288.23		\$0.00	\$0.00
	10/1/23		\$22,066.30		\$0.00	\$0.00
			\$68,576.47	\$9,864.69	\$9,864.69	\$0.00

2023-04						
ortheast Polk Land Investments LLC			Net Assessments	\$138,847.72	\$26,630.89	\$112,216.83
Date	Due	Check		Amount	Operations &	Series 2022
Received	Date	Number	Net Assessed	Received	Maintenance	Debt Service
10/11/22	10/1/22	1187 & 1523	\$6,657.72	\$6,657.73	\$6,657.73	\$0.00
12/6/22	12/1/22	1202 & 1594	\$6,657.72	\$6,657.73	\$6,657.73	\$0.00
2/8/23	2/1/23	1218 & 1656	\$6,657.72	\$6,657.73	\$6,657.73	\$0.00
	4/1/23		\$67,538.89		\$0.00	\$0.00
	5/1/23		\$6,657.72		\$0.00	\$0.00
	10/1/23		\$44,677.94		\$0.00	\$0.00
			\$138,847.71	\$19,973.19	\$19,973.19	\$0.00