

*North Powerline Road
Community Development District*

Meeting Agenda

January 9, 2024

AGENDA

North Powerline Road Community Development District

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

January 2, 2024

Board of Supervisors North Powerline Road Community Development District

Dear Board Members:

A Board of Supervisors Meeting of the **North Powerline Road Community Development District** will be held **Tuesday, January 9, 2024 at 9:30 AM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

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

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

Meeting ID: 830 3263 0323

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the November 7, 2023 Board of Supervisors Meeting
4. Presentation and Approval of Quote from ProPlaygrounds for Playground Equipment for Deer Run at Crosswinds
5. Consideration of 2024 Data Sharing and Usage Agreement with Polk County Property Appraiser
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

¹ Comments will be limited to three (3) minutes

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, **November 7, 2023** at 10:00 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk <i>by Zoom</i>	Vice Chairperson
Daniel Arnette	Assistant Secretary
Emily Cassidy	Assistant Secretary
Kevin Chinoy <i>by Zoom</i>	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, KVV Law
Corey Roberts	District Counsel, KVV Law
Marshall Tindall	Field Manager, GMS
Heather Wertz <i>by Zoom</i>	District Engineer, Absolute Engineering

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

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Board members were present in person constituting a quorum and joining via Zoom is Kevin Chinoy and Lauren Schwenk.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns opened the public comment period on any of the agenda items. She noted that no members of the public were joining via Zoom. Hearing no public comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the September 5, 2023 Board of Supervisors Meeting

Ms. Burns presented the September 5, 2023 minutes and asked for any comments or changes. Hearing no changes, she asked for a motion of approval.

On MOTION by Mr. Heath, seconded by Mr. Arnette, with all in favor, the Minutes of the September 5, 2023 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels

Ms. Burns stated this public hearing has been advertised in the paper and mailed notice was sent to property owners. Do we have a motion to open?

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

Ms. Burns stated if you recall back there was a legal issue with the legal description so this is a cleanup hearing that we are doing. For the record, there are no members of the public present at this time. Do we have a motion to close the public hearing?

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

i. Presentation of Third Amended and Restated Engineer’s Report dated February 2022

Ms. Wertz stated the Third Amended and Restated Engineer’s Report related to the addition of 158.74 acres of expansion parcels and it was previously presented but I think Lauren was going to ask me some questions. Ms. Gentry stated as Heather noted this is a prior Engineer’s Report that had already been adopted by the Board so I will just ask you to confirm two things for me. One, are the costs in the Engineer’s Report still considered reasonable and proper in your professional opinion. Ms. Wertz stated yes. Second, do you have any reason to believe the capital improvement plan cannot be carried out by the District. Ms. Wertz stated no.

On MOTION by Mr. Heath, seconded by Mr. Arnette, with all in favor, the Third Amended and Restated Engineer’s Report Dated February 2022, was approved.

ii. Presentation of Amended and Restated Master Assessment Methodology dated January 19, 2022

Ms. Burns stated this report was approved by the Board previously. The only change was to table 7 the assessment roll that was included. That was updated to reflect the revised legal. Ms. Gentry asked does the land subject to the assessments receive special benefits from the District’s capital improvement plan. Ms. Burns stated yes. Ms. Gentry asked if the master assessments are reasonably proportioned among the land subject to the assessments. Ms. Burns stated yes, they are. Ms. Gentry asked if it is reasonable, proper, and just to assess the cost of the capital improvement plan as a system of improvements against the lands in the District in accordance with your methodology. Ms. Burns stated yes, it is. Ms. Gentry asked if it is your opinion that the special benefits the land will receive will be equal to or in excess of the maximum master assessments there on. Ms. Burns stated yes. Ms. Gentry asked if it is in your opinion that it is in the best interest of the District that the master assessments be paid and collected in accordance with the methodology and the assessment resolutions.

On MOTION by Mr. Heath, seconded by Mr. Arnette, with all in favor, the Amended and Restated Master Assessment Methodology dated January 19, 2022, was approved.

iii. Consideration of Resolution 2024-01 Amending and Supplementing Resolution 2023-17 (Levying Special Assessments on Boundary Amendment Parcels)

Ms. Gentry stated this is the resolution that will equalize and levy the Master Assessments on the property effected by the error which was parcel 32 identified in the legal description which is Phase 3. This resolution sets forth several findings that I will note for the record. It does approve and confirm those two reports that were just presented and approved by the District. It also makes findings that are necessary to the public health safety and welfare for the District to provide evidence and to levy the assessments as set forth in the assessment report. It makes other various

findings as set forth in the resolution. She stated she would be happy to answer any questions that the Board has, otherwise looking for a motion to adopt Resolution 2024-01.

On MOTION by Ms. Cassidy, seconded by Mr. Arnette, with all in favor, Resolution 2024-01 Amending and Supplementing Resolution 2023-17 (Levying Special Assessments on Boundary Amendment Parcels), was approved.

B. Public Hearing on the District’s Use of the Uniform Method of Levying, Collection & Enforcement of Non-Ad Valorem Assessments on Boundary Amendment Parcels

Ms. Burns stated that this public hearing has been advertised, do we have a motion to open?

On MOTION by Ms. Cassidy seconded by Mr. Heath, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns stated there are still no members of the public present at this time. Do we have a motion to close?

On MOTION by Mr. Heath, seconded by Ms. Cassidy, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2024-02 Expressing the District’s Intent to Utilize the Uniform Method of Collection on Boundary Amendment Parcels

Ms. Burns stated this is being revised to again reflect the legal and so we can collect assessments for that area on the tax bill. She noted she would be happy to answer any questions, otherwise looking for a motion to approve.

On MOTION by Mr. Heath, seconded by Ms. Cassidy, with all in favor, Resolution 2024-02 Expressing the District’s Intent to Utilize the Uniform Method of Collection on Boundary Amendment Parcels, was approved.

Ms. Burns stated under internal revenue code the District has to demonstrate that they do not earn more interest than they pay. She noted on page 4 of this report is a negative arbitrage rebate amount listed. She asked for a motion to accept this report.

On MOTION by Mr. Heath, seconded by Ms. Cassidy, with all in favor, the Arbitrage Rebate Report for Series 2022 Bonds from AMTEC, was approved.

SIXTH ORDER OF BUSINESS

Ratification of Tri-Party License Agreement between the District and Builders Regarding the Installation of Signs on District Property

Ms. Burns stated when we have builders looking for a single sign on sales on the outside of the community, we allow those. This was directional signs throughout the community. She noted in order to limit the number of signs so there are not signs for every builder, we ask them to put together a signage plan that would have directional signs for all of the builders within the community. She stated this has already been approved so just looking for a ratification from the Board.

On MOTION by Mr. Heath, seconded by Ms. Cassidy, with all in favor, the Tri-Party License Agreement between the District and Builders regarding the Installation of Signs on District Property, was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Deeds for Bella Vita Phase 1B-2 and 2

Ms. Burns stated this has already been approved so just looking for a motion to ratify from the Board.

On MOTION by Mr. Heath, seconded by Ms. Cassidy, with all in favor, the Deeds for Bella Vita Phase 1B-2 and 2, were ratified.

EIGHTH ORDER OF BUSINESS

Ratification of Amended and Restated Notice of Boundary Amendment

Ms. Burns stated this has already been executed and recorded so just looking for a motion to ratify.

On MOTION by Ms. Cassidy, seconded by Mr. Arnette, with all in favor, the Amended and Restated Notice of Boundary Amendment, was ratified.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry stated that she had nothing further to report.

B. Engineer

Ms. Wertz stated that she had nothing to report.

C. Field Manager's Report

Mr. Tindall stated this report is on page 214. He noted everything has been good overall at the amenity. He noted he has a couple of renewals for pool vendor and janitorial. He will review those at the end as well as the landscape enhancement adjustment for the amenity as well. He noted a fan was busted so replaced that, cleaned the pool furniture, cleaned the mailbox area, had the chair lift battery powered lift replaced as this is abused by residents. He noted landscaping overall has done well. There was an issue with lighting that was turned off that was due to some troubleshooting that was being done on the fountain out front. That was checked and is back up and running and the fountain is still isolated so off for now. He noted there is a proposal for some enhancements at the amenity, some touchups that will be done to make the amenity look nice for the holidays. I will go through that at the end. He noted the annuals were installed and there are some deer or other animal eating those annuals. We will keep an eye on them to see if there is anything we can do to deter them from doing so. I will check with the landscaper. It has been dry so the pond levels are a little bit low. There are some complaints coming in about trash that can be seen at the bottom of the pond. He noted some concerns from people felt the cattails need to be removed at this time. The pond contract only includes spraying the cattails and letting them die in place. The pond in question is the top pond in the photo on page 215. I do not think it is necessary to remove those cattails. He noted they are coordinating with the landscaper for palm removal at the pool as previously discussed. He stated traffic sign maintenance – with construction traffic

signs getting bumped, sign straightening and repairs continue to be monitored & scheduled. He stated the pump motor in the fountain has failed so we are working to get proposals for replacement options and will have those at the next meeting. Mr. Tindall stated he is monitoring Deer Run as it is coming along. The mailboxes are in and wells in but still waiting on a meter and the sign entrances. He noted whenever the area is ready for turnover, let him know and he will get with the landscaper to get that proposal ready.

i. Consideration of Proposal from Pool Maintenance Vendor for Contract Renewal

Mr. Tindall stated the pool vendor is going up to \$1,650 per month, standard across all pools. This particular pool we also have the adjacent wetland and the trees there. Per conversation with Greg, we can't cut those trees down but can trim them but will still have all of the oak leaves that will be blowing in all the time. He noted there is usually a ton of complaints that come during early Spring, late Fall and early Winter when there is trash in that pool constantly from those trees. We could set up so we could do service if the Board likes February through November at six days a week. That keeps all of that leaf trash out and makes sure the pool stays as pristine as possible for the rest of use. Standard three days per week service December and January when it is really cold. If we set up the recommended service to get the maximum benefit from the pool service, two months of the year includes January and February would be three days a week service and the rest of the year would be six days a week. Mr. Tindall stated the total quote for that recommendation is \$33,300. He noted that covers the odds and ends pool maintenance, filter replacements, and chair lift repairs, etc. It is within budget.

On MOTION by Mr. Heath, seconded by Ms. Cassidy, with all in favor, the Proposal from Pool Maintenance Vendor for Contract Renewal, was approved.

ii. Consideration of Proposal from Janitorial Maintenance Vendor for Contract Renewal

Mr. Tindall stated they are making sure the janitor has pool trash included. That proposal you can find on page 224. Continued service the same \$550 per month, three days a week and we had six cans being emptied, five at the pool and the playground trash. He noted total is \$10,800.

He noted he recommended continuing with CSS as the janitor at this price. Ms. Burns asked for any questions on the proposal?

On MOTION by Mr. Arnette, seconded by Mr. Heath, with all in favor, the Proposal from Janitorial Maintenance Vendor for Contract Renewal to include the Trash cans, was approved.

iii. Consideration of Proposal for Landscape Enhancements at Amenity Center

Mr. Tindall stated the landscape replacement with touchups at the amenity is within budget just under \$3,000 at \$2,980 and the budget is \$25,000. He stated that is their recommendations so that the amenity looks nice.

On MOTION by Mr. Heath, seconded by Ms. Cassidy, with all in favor, the Proposal for Landscape Enhancements at Amenity Center, was approved.

D. District Manager’s Report

i. Approval of Check Register

Ms. Burns presented the check register from August 26, 2023 through October 27, 2023 totaling \$466,477.74. She offered to answer any questions, if not just looking for a motion to approve.

On MOTION by Mr. Heath, seconded by Ms. Cassidy, with all in favor, the Check Register totaling \$466,477.74, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns presented the financials through the month of September and asked if there were any questions. There is no action necessary from the Board.

TENTH ORDER OF BUSINESS

Other Business

Ms. Burns stated they have received complaints from residents in Phase 2 about parking. We put the parking policy in place for Phase 1 as that area is substantially complete with home construction. Residents in Phase 2 are now wanting parking policies in place for their phase. She noted they did review as there is a significant amount of home construction going on there.

Generally the desire is to wait until home construction is nearing completion. She noted she just wanted to make the Board aware. We will bring this back to the Board as this area is closer to completion.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

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

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

CONTRACTOR: Legacy Construction Services Group Inc
D.B.A Pro Playgrounds **EIN:** 27-1850232
ADDRESS: 1563 Capital Circle SE,# 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301
CONTACT: Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150
TOTAL CONTRACT AMOUNT: \$ 130,999.00
PROJECT NAME: Deer Run @ Crosswinds **AGREEMENT #:** 21246
PROJECT ADDRESS: Deer Run 2215 Doe Run Dr. Davenport, Fl 33837

OWNER: Cassidy Land Development
346 E. Central Ave.
Winter Haven, Fl 33880

THIS AGREEMENT made and entered into on this the 5th day of December, 2023, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Cassidy Land Development, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

WITNESSETH

WHEREAS Owner desires to:

- 1. Supply and Install Playground- Fort Moccasin design with integrated shade, single post swing w cantilever arm, 50x of the 8" borders and 1x half ramp and 17x pallets of black rubber mulch. Also 1x 6ft bench, 1x SM loop bike rack
- 2. Supply and install Dog Park Novice Kit (split into areas), 1x Double Dog Fountain, 2x 6ft benches w back, and 2x pet waste stations with sign.
- 3. Supply and install Open Lawn Shade 22x14x10 arched cantilever, 2x 8ft benches w back, 1x 32 gal receptacle
- 4. Supply and install Picnic area 16ft Kite shade and 1x 6ft portable picnic table, 1x 32 gal receptacle
- 5. permitting included. Play area to be 32x64 area.

at the address known as 2215 Doe Run Dr. Davenport, Fl 33837, hereinafter referred to as "Property"

AND WHEREAS Contractor warrants being qualified and capable of performing and completing the Work specified herein,

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

ARTICLE 1 – SCOPE OF WORK

Contractor Initial _____

Owner Initial _____



1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to 1. Supply and Install Playground- Fort Moccasin design with integrated shade, single post swing w cantilever arm, 50x of the 8" borders and 1x half ramp and 17x pallets of black rubber mulch. Also 1x 6ft bench, 1x SM loop bike rack
2. Supply and install Dog Park Novice Kit (split into areas), 1x Double Dog Fountain, 2x 6ft benches w back, and 2x pet waste stations with sign.
3. Supply and install Open Lawn Shade 22x14x10 arched cantilever, 2x 8ft benches w back, 1x 32 gal receptacle
4. Supply and install Picnic area 16ft Kite shade and 1x 6ft portable picnic table, 1x 32 gal receptacle
5. permitting included. Play area to be 32x64 area. ; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

- 1. 2D/3D Site Plans.
- 2. Estimates.
- 3. Insurance Certificates.
- 4. Manufactures Warranties.

- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

ARTICLE 2 – PROSECUTION OF THE WORK

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to

Contractor Initial _____

Owner Initial _____

begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.

- 2.3 The Work is tentatively scheduled to be completed by June 3, 2024. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 10-15 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- Contractor shall be responsible for acquiring necessary permits for this project.
 - Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
 - Owner shall be responsible for the costs of all permits and related drawings and requirements.
 - Contractor shall be responsible for the costs of all permits and related drawings and requirements.

ARTICLE 3 – WORKMANSHIP

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

ARTICLE 4 – PREMISES

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.

Contractor Initial _____

Page 3 of 8

Owner Initial _____

- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

ARTICLE 5 – INSURANCE AND BONDING

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:

1. Comprehensive General Liability Insurance with the following limits:
 - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
 - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
2. Worker's Compensation & Employers Liability with the following limits:
 - a) Each Accident - \$1,000,000
 - b) Disease - \$100,000/employee; \$500,000/policy limit State of Florida Workers Compensation Exemption
3. Commercial Automobile Insurance with the following limits:
 - a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
 - b) Property Damage - \$1,000,000/accident
 - c) Personal Injury Protection (PIP) - \$10,000/person

- 5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

ARTICLE 6 – CHANGES IN THE WORK

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of

Contractor Initial _____

Page 4 of 8

Owner Initial _____

all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.

- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

ARTICLE 7 – DEPOSITS

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.
- 7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.
- Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit in the amount of \$ _____ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.

Contractor Initial _____

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Owner Initial _____

- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

ARTICLE 9 - PAYMENT

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702-1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

ARTICLE 10 - RELEASE OF LIENS

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien waiver for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

ARTICLE 11 - WARRANTIES

Contractor Initial _____

Page 6 of 8

Owner Initial _____

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

ARTICLE 12 – DISPUTE RESOLUTION

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 13 – SEVERABILITY

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:

- 1. _____
- 2. _____
- 3. _____

Contractor Initial _____

Owner Initial _____



14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:

- 1. _____
- 2. _____
- 3. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 5th day of December, 2023.

CONTRACTOR: Legacy Construction Services Group Inc.

OWNER: Cassidy Land Development

(Signature of Contractor)

(Signature of Owner)

Name/Title: Jason Davis, Sales Mgr.

Name/Title: Jillian Burns, GMS Admin

Address of Contractor:
Legacy Construction Services Group Inc.
1563 Capital Circle SE, #144
Tallahassee, FL 32301

Address of Owner:
Cassidy Land Development
346 E Central Ave
Winter Haven, Fl 33880

Contractor Initial _____

Owner Initial _____



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
12/4/2023	21246

Project Name
Deer Run at Crosswinds



Customer / Bill To
North Powerline Road CDD Jill Burns 219 E. Livingston St. Orlando, FL 32801

Ship To
2215 Doe Run Dr. Davenport, FL 33837

WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	1. Supply and Install Playground- Fort Moccasin design with integrated shade, single post swing w cantilever arm, 50x of the 8" borders and 1x half ramp and 17x pallets of black rubber mulch. Also 1x 6ft bench, 1x SM loop bike rack 2. Supply and install Dog Park Novice Kit (split into areas), 1x Double Dog Fountain, 2x 6ft benches w back, and 2x pet waste stations with sign. 3. Supply and install Open Lawn Shade 22x14x10 arched cantilever, 2x 8ft benches w back, 1x 32 gal receptacle 4. Supply and install Picnic area 16ft Kite shade and 1x 6ft portable picnic table, 1x 32 gal receptacle 5. permitting included. Play area to be 32x64 area.			
	PLAY EQUIPMENT			
CPE	Custom Playground Unit 211201-JB-1-CR001	1	25,263.51	25,263.51
QS-23-PSW110...	1 Bay 1 Cantilever - Frame w/ Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1	1,283.40	1,283.40
CLR	Colors: Primary colors, blue swing frame			0.00
Shipping	Combined Shipping and Freight Charges	1	2,865.60	2,865.60
	DOG PARK			
22-PBARK-406	DOUBLE SIDE FIDO FOUNTAIN (owner to supply pad, bring water supply and connect)	1	5,390.53	5,390.53

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:
Sales Tax: (7.0%)
Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
12/4/2023	21246

Project Name
Deer Run at Crosswinds



Customer / Bill To
North Powerline Road CDD Jill Burns 219 E. Livingston St. Orlando, FL 32801

Ship To
2215 Doe Run Dr. Davenport, FL 33837

WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
22-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	1	4,861.67	4,861.67
22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	2	584.705	1,169.41
CLR	Colors: neutral colors, green fountain			0.00
Shipping	Combined Shipping and Freight Charges	1	1,446.43	1,446.43
SITE FURNISHINGS				
22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	3	643.29	1,929.87
CLR	Colors: black frame, 2 with green coatings and one with blue coating			0.00
22-T6UL	6' UltraLeisureRectangular Portable Table	1	1,181.33	1,181.33
CLR	Colors: black frame, blue coatings			0.00
22-B8WBULS	8' UltraLeisureStandard Bench with Back, In-Ground Mount	2	827.84	1,655.68
CLR	Colors: black frame green coatings			0.00
22-TR32	32 Gallon Regal Standard Trash Receptacle with flat lid and liner	2	808.97	1,617.94
CLR	Colors: black frame, one green and one blue coatings			0.00
22-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	2	214.505	429.01
22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1	858.62	858.62
CLR	Colors: blue			0.00

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Signature Name / Title Date

Subtotal:
Sales Tax: (7.0%)
Total:

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Tallahassee, FL 32311

Quote

Date	Estimate #
12/4/2023	21246

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Ship To
2215 Doe Run Dr. Davenport, FL 33837

Item	Description	Qty	Cost	Total:
Shipping	Combined Shipping and Freight Charges	1	946.40	946.40
	*SHADES**			
CSSD	Arched Cantilever 22x14x10 for open lawn area, SM	1	11,957.40	11,957.40
ENGDRAW	Engineered Drawings for Permitting	2	840.00	1,680.00
CSSD	Custom Shade Design 16ft Kite Hip	1	6,980.30	6,980.30
Shipping	Combined Shipping and Freight Charges	1	3,480.00	3,480.00
	SURFACING MATERIALS			
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	17	372.00	6,324.00
22-2BY2408	8" Border Timber With Spike	50	26.0002	1,300.01
22-2BY2FMR08	ADA Half Ramp Flush Mount 8"	1	399.00	399.00
Shipping	Combined Shipping and Freight Charges	1	2,640.00	2,640.00
	RAW MATERIALS			
RBAR5	No. 5 Rebar	600	1.25	750.00
RMC	Ready Mix Concrete 2500 PSI MIN	16	200.00	3,200.00
FBLOCK	Footer Blocks	32	3.75	120.00
CC80	Concrete for Anchoring - Delivered Cost	90	8.40	756.00
GFAB	Weed Barrier	1,500	0.20	300.00
LPIN	Landscape pins for securing underlayment	2	55.00	110.00
	LABOR, RENTALS, INSTALLATION			
PT	Portable Toilet	1	150.00	150.00

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Signature _____

Name / Title _____

Date _____

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



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North Powerline Road CDD Jill Burns 219 E. Livingston St. Orlando, FL 32801

Ship To
2215 Doe Run Dr. Davenport, FL 33837

Item	Description	Qty	Cost	Total:
MINEXDAY	Mini Excavator Daily Rental	1	577.85	577.85
22-CONPUMP	Concrete Pumping Services, Basic, 4 Hr	1	795.00	795.00
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	2	725.00	1,450.00
FLIFTWK	Telescopic Fork Lift Weekly Rental	1	3,390.90	3,390.90
MLIFTDAY	Telescopic Man Lift Daily Rental	1	495.30	495.30
DELFFEE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
LBR	Labor and Installation- play equipment, site furnishings, borders and surfacing, dog park items	1	20,043.75	20,043.75
LBR	Labor and Installation- two shades	1	14,835.00	14,835.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	2,000.00	2,000.00
DSC	Discount Expires 10.01.2023		-3,934.91	-3,934.91

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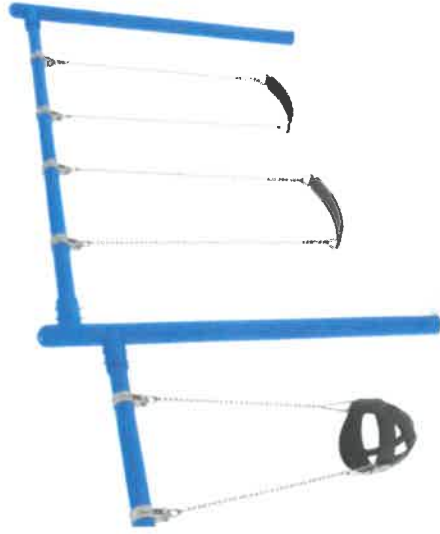
_____/_____/_____
Signature Name / Title Date

Subtotal:	\$130,999.00
Sales Tax: (7.0%)	\$0.00
Total:	<u>\$130,999.00</u>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

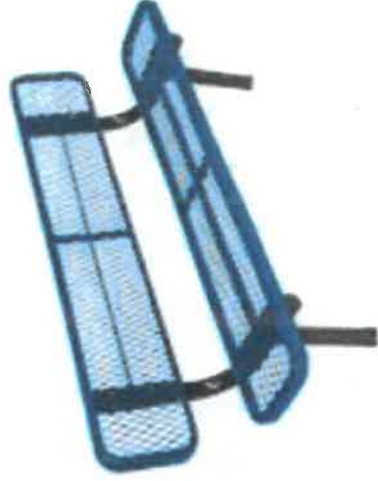
**BAY- 1 CANTILEVER
WIGGLE POST SWING**

**SKU: PSW110
Quantity: 1**



**6' STANDARD BENCH WITH
BACK**

**SKU: B6WBRC5
Quantity: 3**



**3 HUMP WAV
Quantity: 1**



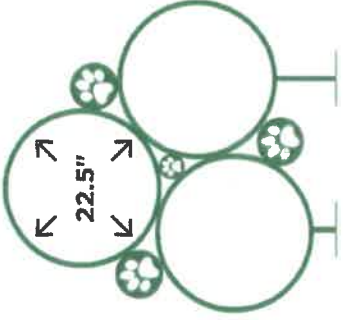
**GALLON RECEPTACLE
WITH PLASTIC LINER AND
RUBBER STOP**

SKU: TR32

16' X 16' KITE SHADE

**Quantity: 1
Size: 16' X 16'
Entry Height: 8'**

**6' RECTANGULAR
Quantity: 1**



18 INCH WITH

**DOUBLE FIDO FOUNTAIN
MOUNTING SURFACE**

SKU: PBARK-406

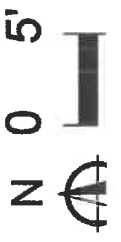
Quantity: 1

PET WASTE STA

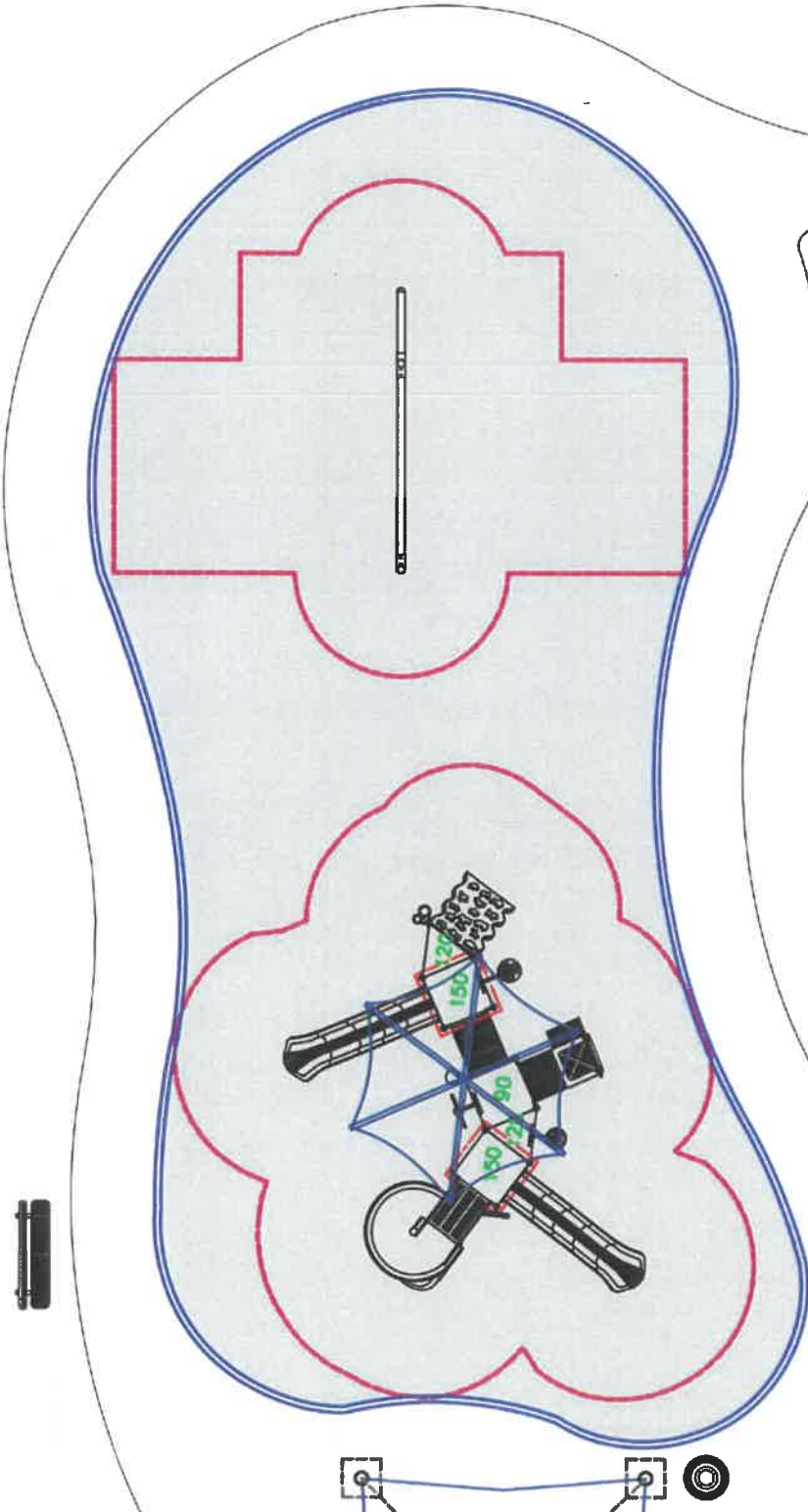
Model: PBARK-4

Quantity: 2

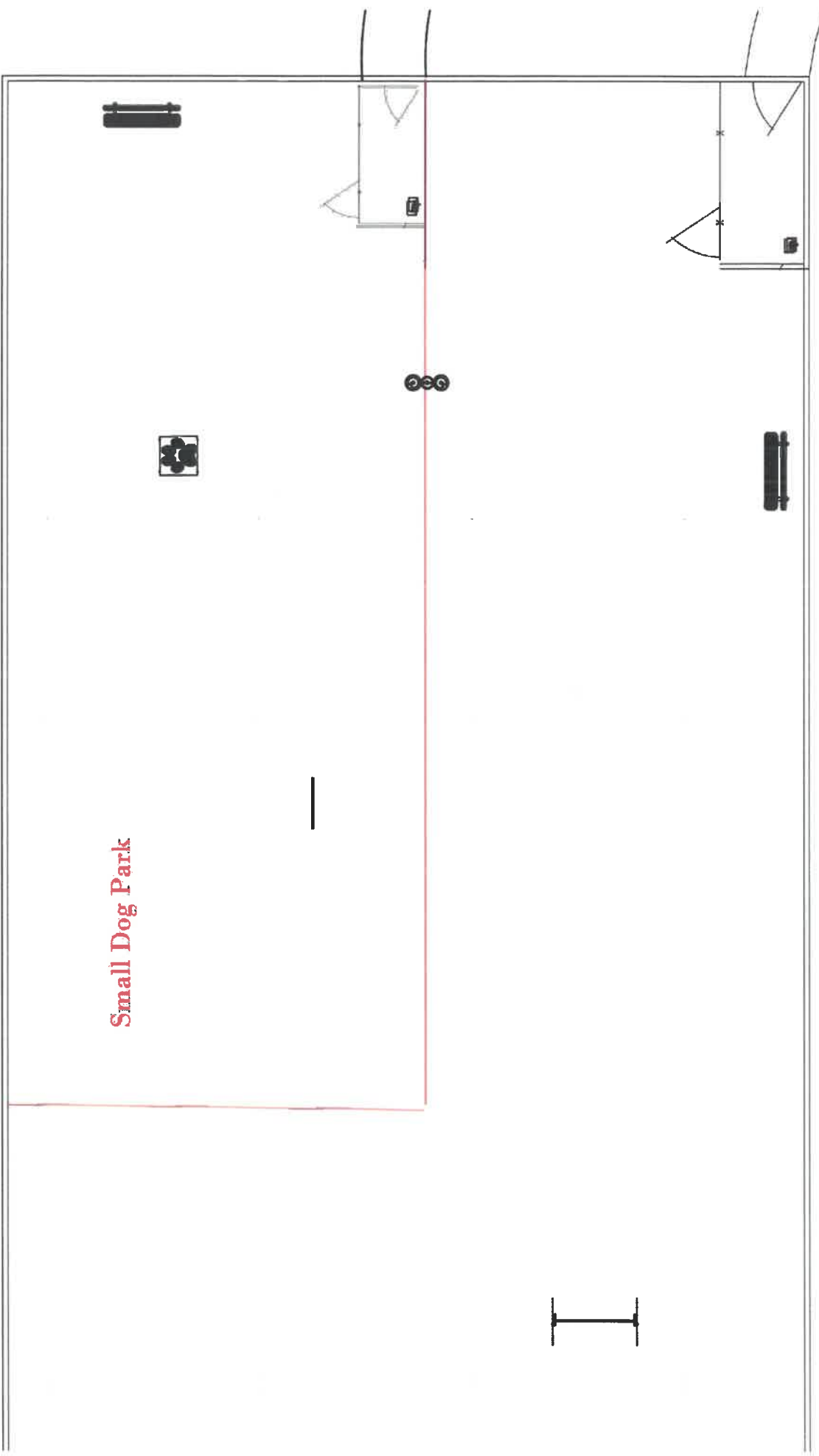


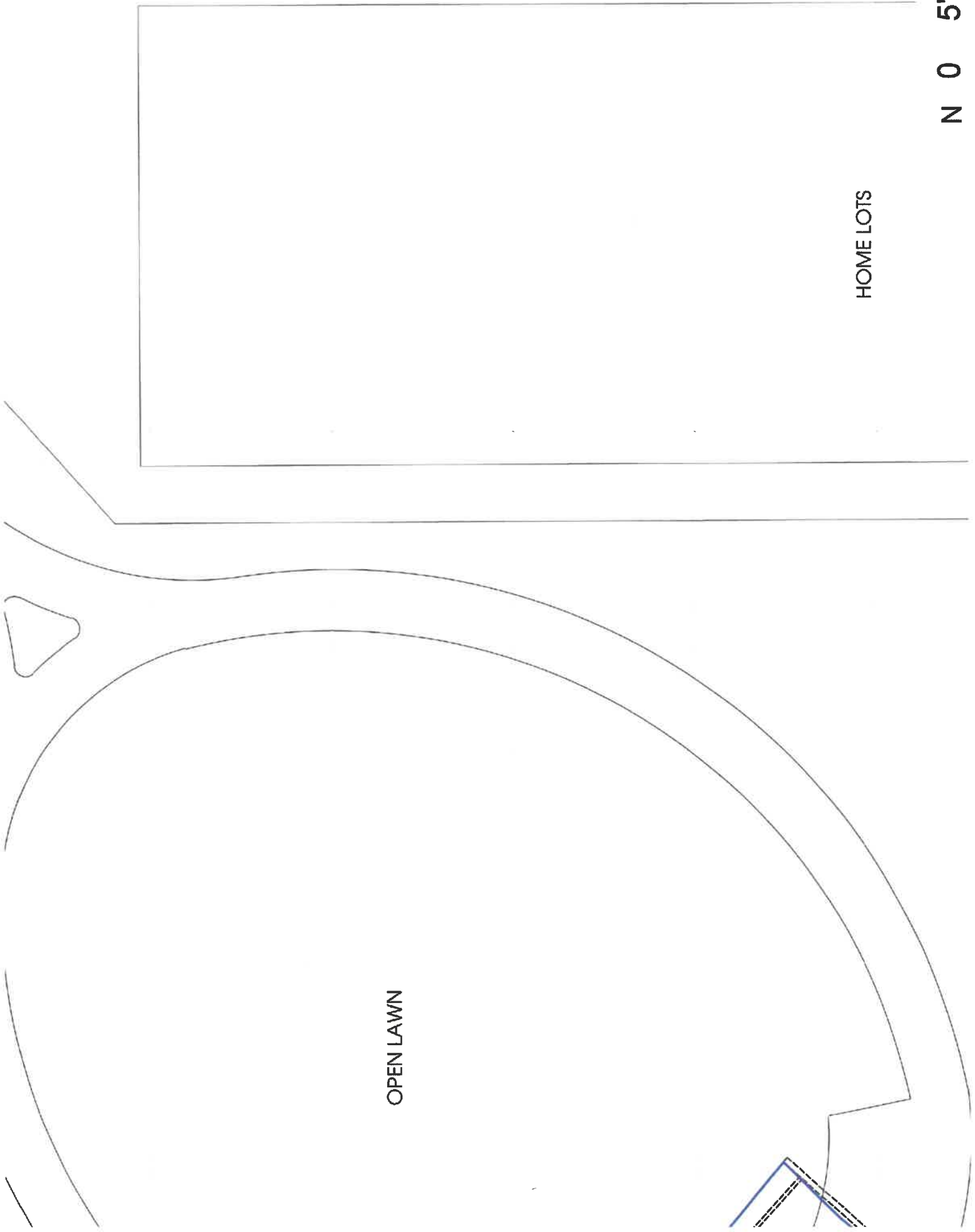


MAIL KIOSKS BY CIVIL



Small Dog Park





OPEN LAWN

HOME LOTS

N 0 5'



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
1/3/2024	

Date	Invoice #
12/4/2023	4187
Terms	Project
Net 30	Deer Run at Crosswinds

Bill To
 North Powerline Road CDD
 Jill Burns
 219 E. Livingston St.
 Orlando, FL 32801



Qty	Item	Description	Amount
	DEP	Required deposit for project.	65,499.50

Subtotal:	\$65,499.50
Sales Tax: (7.0%)	\$0.00
Balance Due:	\$65,499.50
Credits:	\$0.00
Balance Due:	<u>\$65,499.50</u>

SECTION V



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER

Revised 12/2023
ADA Compliant

2024 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the North Powerline Road Community Development District hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with FS 282.3185 and FS 501.171 and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

- 1. The agency will not release confidential data that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The agency will not present the confidential data in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The agency shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The agency shall ensure any employee granted access to confidential data is subject to the terms and conditions of this Agreement.
5. The agency shall ensure any third party granted access to confidential data is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the agency by the third party before personal identifying information is released.
6. The agency agrees to comply with all regulations for the security of confidential personal information as defined in FS 501.171.
7. The agency, when defined as "local government" by FS 282.3185, is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on January 1, 2024, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

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

POLK COUNTY PROPERTY APPRAISER

Signature: [Handwritten Signature]
Print: Marsha M. Faux CFA, ASA
Title: Polk County Property Appraiser
Date: December 1, 2023

Agency: _____
Signature: _____
Print: _____
Title: _____
Date: _____

Please email the signed agreement to pataxroll@polk-county.net.

SECTION VI

SECTION C

North Powerline Road CDD

Field Management Report



01/09/2023

Marshall Tindall

Field Services Manager

GMS

Complete

Amenity Review

- ✚ Vendors have kept up the facilities clean and well maintained.
- ✚ Monthly playground review was done. No issues at this time.
- ✚ Reduced amenity usage as normal with winter weather.
- ✚ Pool was closed due to a part failure. Vendor coordinated with manufacturer to have the system tested. Pool pump drive was replaced and pool reopened as soon as new parts were delivered.



Complete

Landscape Review

- Landscapers have kept the common areas mowed and the beds well maintained.
- Planning annuals rotation in January.
- Amenity plantings refresh was completed.
- Pool palms were removed as approved to safeguard pool plumbing.
- Palm at main entrance was replaced.
- Routine cut back of grasses was completed at entrances.
- Palms lifted.



Complete

Pond Review

- ✚ Pond levels remain low but are doing better with recent rains.
- ✚ Treatment of cattails in phase 3 continues. Most pockets have begun to die off.
- ✚ Phase 2 littoral shelf received focused treatment north of the amenity and appearance has improved.
- ✚ Some algae blooms have been noted for the pond vendor to focus on.



In Progress

Site Items

- ✚ Review of parking conditions was completed. Forecasted proposal for next meeting for phase expansion.
- ✚ Traffic sign maintenance – with construction traffic, sign straightening and repairs continue to be monitored & scheduled as needed based on construction traffic exposure and severity.



Upcoming

Deer Run

- ✚ New area construction is moving forward.
- ✚ Entrance signs are nearing completion..
- ✚ Coordinating with landscaper on proposal for new areas. Awaiting landscaping installations to finalize.



Conclusion

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

Respectfully,

Marshall Tindall

SECTION D

SECTION 1

North Powerline Road Community Development District

Summary of Check Register

October 28, 2023 to December 22, 2023

Bank	Date	Check No.'s	Amount
General Fund	11/3/23	594 - 599	\$ 13,556.64
	11/10/23	600 - 606	\$ 3,730.70
	11/16/23	607 - 609	\$ 15,185.95
	12/1/23	610 - 615	\$ 4,532.69
	12/15/23	616 - 619	\$ 16,174.92
	12/22/23	620 - 621	\$ 3,796.05
			\$ 56,976.95
Capital Projects Fund	11/3/23	116 - 117	\$ 90,285.75
	11/16/23	118 - 119	\$ 6,484.00
	11/30/23	120	\$ 3,500.00
	12/7/23	121	\$ 7,630.00
	12/14/23	122 - 123	\$ 7,124.96
	12/19/23	124 - 125	\$ 3,752.50
			\$ 118,777.21
Total Amount			\$ 175,754.16

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/03/23	00049	11/01/23	INV-0110	202311	320-53800	47000	LAKE MAINTENANCE - NOV 23	*	918.00		
							AQUAGENIX			918.00	000594
11/03/23	00051	10/30/23	10946	202310	330-57200	48200	MONTHLY CLEANING - OCT23	*	550.00		
							CSS CLEAN STAR SERVICES CENTRAL FL			550.00	000595
11/03/23	00064	10/31/23	00059887	202310	310-51300	48000	NOT OF SPECIAL ASSESSMENT	*	6,386.72		
		10/31/23	00059887	202310	310-51300	48000	NOT OF UNIFORM METHOD	*	1,853.00		
							GANNETT FLORIDA LOCALIQ			8,239.72	000596
11/03/23	00006	9/30/23	119	202309	320-53800	48000	POST STORM REPAIRS	*	1,728.03		
							GOVERNMENTAL MANAGEMENT SERVICES-CF			1,728.03	000597
11/03/23	00034	10/20/23	10534	202310	320-53800	47300	IRRIGATION REPAIRS	*	620.89		
							PRINCE & SONS INC.			620.89	000598
11/03/23	00050	11/01/23	20841	202311	330-57200	48500	POOL MAINTENANCE - NOV23	*	1,500.00		
							RESORT POOL SERVICES DBA			1,500.00	000599
11/10/23	00014	10/31/23	021849	202310	310-51300	31100	ENGINEERING SVCS - OCT23	*	340.00		
							ABSOLUTE ENGINEERING INC			340.00	000600
11/10/23	00057	11/07/23	DA110720	202311	310-51300	11000	SUPERVISORS FEE 11/07/23	*	200.00		
							DANIEL ARNETTE			200.00	000601
11/10/23	00058	11/07/23	EC110720	202311	310-51300	11000	SUPERVISORS FEE 11/07/23	*	200.00		
							EMILY J CASSIDY			200.00	000602
11/10/23	00008	11/07/23	KC110720	202311	310-51300	11000	SUPERVISORS FEE 11/07/23	*	200.00		
							KEVIN CHINOY			200.00	000603
11/10/23	00009	11/07/23	LS110720	202311	310-51300	11000	SUPERVISORS FEE 11/07/23	*	200.00		
							LAUREN SCHWENK			200.00	000604

NPRC NORTH POWER LI MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/10/23	00011	11/07/23	RH110720	202311	310-51300-11000			SUPERVISORS FEE 11/07/23 RENNIE HEATH	*	200.00	200.00	000605
11/10/23	00054	11/09/23	12012023	202311	300-15500-10000			PLAYGRND/FUR LEASE DEC23 WHFS, LLC	*	2,390.70	2,390.70	000606
11/16/23	00006	11/01/23	120	202311	310-51300-34000			MANAGEMENT FEES - NOV 23	*	3,333.33		
		11/01/23	120	202311	310-51300-35200			WEBSITE ADMIN - NOV 23	*	105.00		
		11/01/23	120	202311	310-51300-35100			INFORMATION TECH - NOV 23	*	157.50		
		11/01/23	120	202311	310-51300-31300			DISSEMINATION - NOV 23	*	500.00		
		11/01/23	120	202311	330-57200-48300			AMENITY ACCESS - NOV 23	*	437.50		
		11/01/23	120	202311	310-51300-51000			OFFICE SUPPLIES	*	.81		
		11/01/23	120	202311	310-51300-42000			POSTAGE	*	26.32		
		11/01/23	121	202311	320-53800-34000			FIELD MANAGEMENT - NOV 23	*	1,378.17		
								GOVERNMENTAL MANAGEMENT SERVICES-CF			5,938.63	000607
11/16/23	00034	11/01/23	10660	202311	320-53800-46200			LANDSCAPE MAINT - NOV23	*	6,400.42		
								PRINCE & SONS INC.			6,400.42	000608
11/16/23	00059	10/31/23	11493577	202310	330-57200-34500			SECURITY SERVICES OCT23	*	2,846.90		
								SECURITAS SECURITY SERVICES USA, INC			2,846.90	000609
12/01/23	00049	12/01/23	INV-0127	202312	320-53800-47000			LAKE MAINTENANCE - DEC 23	*	918.00		
								AQUAGENIX			918.00	000610
12/01/23	00051	11/17/23	11155	202311	330-57200-48200			MONTHLY CLEANING - NOV 23	*	550.00		
								CSS CLEAN STAR SERVICES CENTRAL FL			550.00	000611
12/01/23	00060	11/06/23	106687	202311	330-57200-48000			CARD READER REPLACEMENT	*	464.69		
								CURRENT DEMANDS ELECTRICAL			464.69	000612

NPRC NORTH POWER LI MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/01/23	00032	11/19/23 7930	202310 310-51300-31500	GENERAL COUNSEL - OCT 23	*	1,060.00		
							KILINSKI / VAN WYK, PLLC	1,060.00 000613
12/01/23	00053	11/14/23 55734447	202311 330-57200-48100	PEST CONTROL - NOV 23	*	40.00		
							MASSEY SERVICES INC.	40.00 000614
12/01/23	00050	12/01/23 21137	202312 330-57200-48500	POOL MAINTENANCE - DEC 23	*	1,500.00		
							RESORT POOL SERVICES DBA	1,500.00 000615
12/15/23	00006	10/31/23 122	202310 330-57200-48000	FANS/AMENITY CLEANUP	*	1,117.21		
		10/31/23 122	202310 320-53800-48000	TRASH PICKUP/FIX SIGNS	*	790.00		
		12/01/23 123	202312 310-51300-34000	MANAGEMENT FEES - DEC 23	*	3,333.33		
		12/01/23 123	202312 310-51300-35200	WEBSITE ADMIN - DEC 23	*	105.00		
		12/01/23 123	202312 310-51300-35100	INFORMATION TECH - DEC 23	*	157.50		
		12/01/23 123	202312 310-51300-31300	DISSEMINATION - DEC 23	*	500.00		
		12/01/23 123	202312 330-57200-48300	AMENITY ACCESS - DEC 23	*	437.50		
		12/01/23 123	202312 310-51300-51000	OFFICE SUPPLIES	*	3.37		
		12/01/23 123	202312 310-51300-42500	COPIES	*	61.58		
		12/01/23 124	202312 320-53800-34000	FIELD MANAGEMENT - DEC 23	*	1,378.17		
							GOVERNMENTAL MANAGEMENT SERVICES-CF	7,883.66 000616
12/15/23	00034	11/21/23 10868	202311 320-53800-47300	IRRIGATION REPAIRS	*	77.68		
		11/21/23 10873	202311 320-53800-46300	AMENITY CENTER FOLIAGE	*	2,980.00		
		11/21/23 10874	202311 320-53800-46300	REMOVE PALM AND STUMP	*	480.00		
							PRINCE & SONS INC.	3,537.68 000617
12/15/23	00059	11/30/23 11529754	202311 330-57200-34500	SECURITY SERVICES NOV23	*	2,362.88		
							SECURITAS SECURITY SERVICES USA, INC	2,362.88 000618

NPRC NORTH POWER LI MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/15/23	00054	12/14/23 01012024	202312 300-15500-10000	PLAYGRND/FUR LEASE JAN 24 WHFS, LLC	*	2,390.70	2,390.70 000619
12/22/23	00014	7/31/23 021729	202307 310-51300-49100	BOUNDARY AMENDMENT FEE ABSOLUTE ENGINEERING INC	*	1,085.00	1,085.00 000620
12/22/23	00032	10/13/23 7683	202309 310-51300-49100	BOUNDARY AMENDMENT #5 FEE KILINSKI / VAN WYK, PLLC	*	2,711.05	2,711.05 000621
TOTAL FOR BANK A						56,976.95	
TOTAL FOR REGISTER						56,976.95	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/03/23	00002	9/30/23	021829 SER22P3	202311 FR#23	600-20700	-10100		ABSOLUTE ENGINEERING INC	*	2,985.75	2,985.75	000116
11/03/23	00012	10/09/23	11330 032 PH4	202310 FR#22	600-20700	-10100		STEWART & ASSOCIATES PROPERTY SVCS	*	87,300.00	87,300.00	000117
11/16/23	00017	10/31/23	3390436 032 FR#25	202311 PH3	600-20700	-10100		HUB INTERNATIONAL MIDWEST WEST	*	4,984.00	4,984.00	000118
11/16/23	00023	10/05/23	23463 032 FR#25	202311 PH3	600-20700	-10100		THE KEARNEY COMPANIES, LLC	*	1,500.00	1,500.00	000119
11/30/23	00023	10/23/23	23492 032 S22PH3	202311 FR#26	600-20700	-10100		THE KEARNEY COMPANIES, LLC	*	3,500.00	3,500.00	000120
12/07/23	00032	10/24/23	27732 032 PH3	202312 FR#24	600-20700	-10100		CROWN ELECTRIC, INC.	*	3,815.00	3,815.00	000121
12/14/23	00033	8/31/23	DK-51283 031 FR#27	202308 FR#27	600-20700	-10100		PROJECT RESOURCES GROUP	*	7,124.96	7,124.96	000122
12/14/23	00033	8/31/23	DK-51283 031 FR#27	202308 FR#27	600-20700	-10100		PROJECT RESOURCES GROUP	V	7,124.96	7,124.96	000123
12/14/23	00033	8/31/23	DK-51283 032 PH3	202312 FR#27	600-20700	-10100		PROJECT RESOURCES GROUP	*	7,124.96	7,124.96	000123
12/19/23	00002	10/31/23	021867 032 PH3	202312 FR#28	600-20700	-10100		ABSOLUTE ENGINEERING INC	*	562.50	562.50	000124
12/19/23	00034	8/18/23	220654L0 032 PH3	202312 FR#28	600-20700	-10100		AMERICAN SURVEYING & MAPPING INC.	*	3,190.00	3,190.00	000125

TOTAL FOR BANK B 118,777.21

NPRC NORTH POWER LI MBYINGTON

SECTION 2

North Powerline Road
Community Development District

Unaudited Financial Reporting
November 30, 2023



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7	<u>Series 2020 Capital Projects Fund</u>
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11	<u>Long Term Debt Summary</u>
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North Powerline Road
Community Development District
Combined Balance Sheet
November 30, 2023

	General Fund	Debt Service Funds	Capital Funds	Total Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 223,244	\$ -	\$ -	\$ 223,244
Capital Projects Account	\$ -	\$ -	\$ 798	\$ 798
Investments:				
Capital Reserve - Money Market <u>Series 2020</u>	\$ -	\$ -	\$ 74,798	\$ 74,798
Reserve	\$ -	\$ 355,933	\$ -	\$ 355,933
Revenue	\$ -	\$ 43,226	\$ -	\$ 43,226
Prepayment	\$ -	\$ 282	\$ -	\$ 282
Construction - Phase 1	\$ -	\$ -	\$ 31	\$ 31
Construction - Phase 2	\$ -	\$ -	\$ 403	\$ 403
<u>Series 2022</u>				
Reserve	\$ -	\$ 538,156	\$ -	\$ 538,156
Revenue	\$ -	\$ 74,982	\$ -	\$ 74,982
Construction - Phase 3	\$ -	\$ -	\$ 210	\$ 210
Construction - Phase 4	\$ -	\$ -	\$ 1,209	\$ 1,209
Due from Developer	\$ 3,796	\$ -	\$ 14,755	\$ 18,551
Due from General Fund	\$ -	\$ 10,338	\$ -	\$ 10,338
Prepaid Expenses	\$ 2,391	\$ -	\$ -	\$ 2,391
Total Assets	\$ 229,431	\$ 1,022,917	\$ 92,205	\$ 1,344,552
Liabilities:				
Accounts Payable	\$ 13,719	\$ -	\$ -	\$ 13,719
Contracts Payable	\$ -	\$ -	\$ 14,755	\$ 14,755
Due to Debt Service	\$ 10,338	\$ -	\$ -	\$ 10,338
Retainage Payable	\$ -	\$ -	\$ 256,053	\$ 256,053
Total Liabilities	\$ 24,057	\$ -	\$ 270,808	\$ 294,865
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 2,391	\$ -	\$ -	\$ 2,391
Restricted for:				
Debt Service - Series 2020	\$ -	\$ 406,080	\$ -	\$ 406,080
Debt Service - Series 2022	\$ -	\$ 616,837	\$ -	\$ 616,837
Capital Projects - Series 2020	\$ -	\$ -	\$ 1,233	\$ 1,233
Capital Projects - Series 2022	\$ -	\$ -	\$ (254,634)	\$ (254,634)
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 74,798	\$ 74,798
Unassigned	\$ 202,983	\$ -	\$ -	\$ 202,983
Total Fund Balances	\$ 205,374	\$ 1,022,917	\$ (178,604)	\$ 1,049,687
Total Liabilities & Fund Balance	\$ 229,431	\$ 1,022,917	\$ 92,205	\$ 1,344,552

North Powerline Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2023

	Adopted	Prorated Budget	Actual		
	Budget	Thru 11/30/23	Thru 11/30/23	Variance	
Revenues:					
Assessments - Tax Roll	\$ 632,269	\$ 4,325	\$ 4,325	\$ -	
Assessments - Direct Bill	\$ 105,677	\$ 52,838	\$ -	\$ (52,838)	
Boundary Amendment Contributions	\$ -	\$ -	\$ 3,796	\$ 3,796	
Interest	\$ -	\$ -	\$ 5	\$ 5	
Total Revenues	\$ 737,946	\$ 57,163	\$ 8,126	\$ (49,038)	
Expenditures:					
<u>General & Administrative:</u>					
Supervisor Fees	\$ 12,000	\$ 2,000	\$ 1,000	\$ 1,000	
Engineering	\$ 20,000	\$ 3,333	\$ 340	\$ 2,993	
Attorney	\$ 30,000	\$ 5,000	\$ 1,060	\$ 3,940	
Annual Audit	\$ 5,500	\$ -	\$ -	\$ -	
Assessment Administration	\$ 6,500	\$ 6,500	\$ 6,500	\$ -	
Arbitrage	\$ 1,350	\$ -	\$ -	\$ -	
Dissemination	\$ 7,000	\$ 1,167	\$ 1,500	\$ (333)	
Trustee Fees	\$ 12,500	\$ -	\$ -	\$ -	
Management Fees	\$ 40,000	\$ 6,667	\$ 6,667	\$ 0	
Information Technology	\$ 1,890	\$ 315	\$ 315	\$ -	
Website Maintenance	\$ 1,260	\$ 210	\$ 210	\$ -	
Postage & Delivery	\$ 1,000	\$ 167	\$ 80	\$ 87	
Insurance	\$ 7,687	\$ 7,687	\$ 6,371	\$ 1,316	
Printing & Binding	\$ 1,000	\$ 167	\$ -	\$ 167	
Legal Advertising	\$ 10,000	\$ 1,667	\$ 8,240	\$ (6,573)	
Other Current Charges	\$ 5,000	\$ 833	\$ 79	\$ 754	
Office Supplies	\$ 625	\$ 104	\$ 5	\$ 100	
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -	
Total General & Administrative	\$ 163,487	\$ 35,991	\$ 32,541	\$ 3,450	

North Powerline Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/23	Thru 11/30/23	Variance
<i>Operations & Maintenance</i>				
Field Expenditures				
Property Insurance	\$ 20,000	\$ 20,000	\$ 19,777	\$ 223
Field Management	\$ 16,538	\$ 2,756	\$ 2,756	\$ (0)
Landscape Maintenance	\$ 100,000	\$ 16,667	\$ 12,801	\$ 3,866
Landscape Replacement	\$ 25,000	\$ 4,167	\$ 3,460	\$ 707
Lake Maintenance	\$ 21,600	\$ 3,600	\$ 1,836	\$ 1,764
Fountain Maintenance	\$ 1,800	\$ 300	\$ 150	\$ 150
Streetlights	\$ 75,000	\$ 12,500	\$ 16,690	\$ (4,190)
Electric	\$ 7,500	\$ 1,250	\$ 1,688	\$ (438)
Water & Sewer	\$ 2,400	\$ 400	\$ 34	\$ 366
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 417	\$ -	\$ 417
Irrigation Repairs	\$ 5,000	\$ 833	\$ 773	\$ 61
General Repairs & Maintenance	\$ 15,000	\$ 2,500	\$ 790	\$ 1,710
Contingency	\$ 7,500	\$ 1,250	\$ -	\$ 1,250
Subtotal Field Expenditures	\$ 299,838	\$ 66,640	\$ 60,755	\$ 5,884
Amenity Expenditures				
Amenity - Electric	\$ 16,800	\$ 2,800	\$ 4,728	\$ (1,928)
Amenity - Water	\$ 4,000	\$ 667	\$ 487	\$ 179
Playground Lease	\$ 53,688	\$ 8,948	\$ 4,781	\$ 4,167
Internet	\$ 2,000	\$ 333	\$ 216	\$ 117
Pest Control	\$ 630	\$ 105	\$ 80	\$ 25
Janitorial Services	\$ 10,800	\$ 1,800	\$ 1,100	\$ 700
Security Services	\$ 34,000	\$ 5,667	\$ 5,210	\$ 457
Pool Maintenance	\$ 36,000	\$ 6,000	\$ 3,000	\$ 3,000
Amenity Access Management	\$ 5,250	\$ 875	\$ 875	\$ -
Amenity Repairs & Maintenance	\$ 15,000	\$ 2,500	\$ 1,582	\$ 918
Contingency	\$ 7,500	\$ 1,250	\$ -	\$ 1,250
Subtotal Amenity Expenditures	\$ 185,668	\$ 30,945	\$ 22,059	\$ 8,885
Total Operations & Maintenance	\$ 485,506	\$ 97,584	\$ 82,815	\$ 14,770
Total Expenditures	\$ 648,993	\$ 133,575	\$ 115,355	\$ 18,220
<i>Other Financing Uses</i>				
Transfer Out	\$ 88,953	\$ -	\$ -	\$ -
Total Other Financing Uses	\$ 88,953	\$ -	\$ -	\$ -
Total Expenditures & Other Financing Uses	\$ 737,946	\$ 133,575	\$ 115,355	\$ 18,220
Net Change in Fund Balance	\$ -	\$ -	\$ (107,230)	
Fund Balance - Beginning	\$ -	\$ -	\$ 312,604	
Fund Balance - Ending	\$ -	\$ -	\$ 205,374	

North Powerline Road
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2023

	Adopted Budget	Prorated Budget Thru 11/30/23	Actual Thru 11/30/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ 598	\$ 598
Total Revenues	\$ -	\$ -	\$ 598	\$ 598
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	-
Total Expenditures	\$ -	\$ -	\$ -	-
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 598	
Other Financing Sources				
Transfer In	\$ 88,953	\$ -	\$ -	-
Total Other Financing Sources	\$ 88,953	\$ -	\$ -	-
Net Change in Fund Balance	\$ 88,953	\$ -	\$ 598	
Fund Balance - Beginning	\$ 74,200	\$ -	\$ 74,200	
Fund Balance - Ending	\$ 163,153	\$ -	\$ 74,798	

North Powerline Road

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/23	Thru 11/30/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 712,525	\$ 4,874	\$ 4,874	\$ -
Interest	\$ -	\$ -	\$ 5,127	\$ 5,127
Total Revenues	\$ 712,525	\$ 4,874	\$ 10,001	\$ 5,127
Expenditures:				
Interest - 11/1	\$ 225,803	\$ 225,803	\$ 225,803	\$ -
Principal - 5/1	\$ 260,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 225,803	\$ -	\$ -	\$ -
Total Expenditures	\$ 711,606	\$ 225,803	\$ 225,803	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 918		\$ (215,802)	
Fund Balance - Beginning	\$ 258,989		\$ 621,882	
Fund Balance - Ending	\$ 259,907		\$ 406,080	

North Powerline Road

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/23	Thru 11/30/23	Variance
Revenues:				
Assessments - On Roll	\$ 649,797	\$ 3,698	\$ 3,698	\$ -
Interest	\$ -	\$ -	\$ 20,230	\$ 20,230
Total Revenues	\$ 649,797	\$ 3,698	\$ 23,929	\$ 20,230
Expenditures:				
Special Call - 11/1	\$ -	\$ -	\$ 1,605,000	\$ (1,605,000)
Interest - 11/1	\$ 256,966	\$ 256,966	\$ 256,966	\$ (0)
Principal - 5/1	\$ 135,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 256,966	\$ -	\$ -	\$ -
Total Expenditures	\$ 648,931	\$ 256,966	\$ 1,861,966	\$ (1,605,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 866		\$ (1,838,037)	
Fund Balance - Beginning	\$ 390,410		\$ 2,454,874	
Fund Balance - Ending	\$ 391,276		\$ 616,837	

North Powerline Road

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/23	Thru 11/30/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ 210	\$ 210
Total Revenues	\$ -	\$ -	\$ 210	\$ 210
Expenditures:				
Admin Contingency	\$ -	\$ -	\$ 76	\$ (76)
Total Expenditures	\$ -	\$ -	\$ 76	\$ (76)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 133	
Fund Balance - Beginning	\$ -	\$ -	\$ 1,100	
Fund Balance - Ending	\$ -	\$ -	\$ 1,233	

North Powerline Road

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/23	Thru 11/30/23	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 112,039	\$ 112,039
Interest	\$ -	\$ -	\$ 16	\$ 16
Total Revenues	\$ -	\$ -	\$ 112,055	\$ 112,055
Expenditures:				
Capital Outlay - Phase 3	\$ -	\$ -	\$ 24,739	\$ (24,739)
Capital Outlay - Phase 4	\$ -	\$ -	\$ 87,300	\$ (87,300)
Total Expenditures	\$ -	\$ -	\$ 112,039	\$ (112,039)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 16	
Fund Balance - Beginning	\$ -	\$ -	\$ (254,650)	
Fund Balance - Ending	\$ -	\$ -	\$ (254,634)	

North Powerline Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ 8	\$ 4,317	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,325
Assessments - Direct Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boundary Amendment Contributions	\$ 3,796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,796
Interest	\$ 3	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
Total Revenues	\$ 3,807	\$ 4,319	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,126
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Engineering	\$ 340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340
Attorney	\$ 1,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,060
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 1,000	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,667
Information Technology	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315
Website Maintenance	\$ 105	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210
Postage & Delivery	\$ 53	\$ 26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80
Insurance	\$ 6,371	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,371
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 8,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,240
Other Current Charges	\$ 39	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79
Office Supplies	\$ 4	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 27,378	\$ 5,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,541

North Powerline Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Field Expenditures													
Property Insurance	\$ 19,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,777
Field Management	\$ 1,378	\$ 1,378	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,756
Landscape Maintenance	\$ 6,400	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,801
Landscape Replacement	\$ -	\$ 3,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,460
Lake Maintenance	\$ 918	\$ 918	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,836
Fountain Maintenance	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Streetlights	\$ 5,362	\$ 11,328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,690
Electric	\$ 698	\$ 990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,688
Water & Sewer	\$ 17	\$ 17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 695	\$ 78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 773
General Repairs & Maintenance	\$ 790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 790
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Field Expenditures	\$ 36,186	\$ 24,569	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,755
Amenity Expenditures													
Amenity - Electric	\$ 1,620	\$ 3,108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,728
Amenity - Water	\$ 255	\$ 232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 487
Playground Lease	\$ 2,391	\$ 2,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,781
Internet	\$ 110	\$ 106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216
Pest Control	\$ 40	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80
Janitorial Services	\$ 550	\$ 550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100
Security Services	\$ 2,847	\$ 2,363	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,210
Pool Maintenance	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Amenity Access Management	\$ 438	\$ 438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 875
Amenity Repairs & Maintenance	\$ 1,117	\$ 465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,582
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ 10,868	\$ 11,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,059
Total Operations & Maintenance	\$ 47,054	\$ 35,761	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,815
Total Expenditures	\$ 74,432	\$ 40,924	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,355
Other Financing Uses													
Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures & Other Financing Uses	\$ 74,432	\$ 40,924	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,355
Net Change in Fund Balance	\$ (70,625)	\$ (36,605)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (107,230)

North Powerline Road

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$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)
Less: Principal Payment - 05/01/23		(\$255,000)
Current Bonds Outstanding		\$12,155,000

Series 2022, Special Assessment Revenue Bonds		
Maturity Date:	5/1/2052	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$538,156	
Reserve Fund Balance	\$538,156	
Bonds Outstanding - 06/09/22		\$11,000,000
Less: Principal Payment - 05/01/23		(\$150,000)
Less: Special Call - 08/01/23		(\$1,560,000)
Less: Special Call - 11/01/23		(\$1,605,000)
Current Bonds Outstanding		\$7,685,000

North Powerline Road
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

Gross Assessments \$ 679,860.20 \$ 766,155.52 \$ 581,400.22 \$ 2,027,415.94
 Net Assessments \$ 632,269.99 \$ 712,524.63 \$ 540,702.20 \$ 1,885,496.82

ON ROLL ASSESSMENTS

33.53% 37.79% 28.68% 100.00%

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	O&M Portion	Series 2020 Debt Service	Series 2022 Debt Service	Total
10/30/23	Interest	\$0.00	\$0.00	\$0.00	\$23.22	\$23.22	\$7.79	\$8.77	\$6.66	\$23.22
11/10/23	10/13/23 - 10/14/23	\$423.84	(\$22.25)	(\$8.03)	\$0.00	\$393.56	\$131.97	\$148.73	\$112.86	\$393.56
11/14/23	10/01/23 - 10/31/23	\$4,126.58	(\$165.07)	(\$79.23)	\$0.00	\$3,882.28	\$1,301.86	\$1,467.10	\$1,113.32	\$3,882.28
11/17/23	11/01/23 - 11/05/23	\$10,264.37	(\$410.58)	(\$197.08)	\$0.00	\$9,656.71	\$3,238.21	\$3,649.25	\$2,769.25	\$9,656.71
11/24/23	11/06/23 - 11/12/23	\$20,424.58	(\$816.99)	(\$392.15)	\$0.00	\$19,215.44	\$6,443.58	\$7,261.47	\$5,510.39	\$19,215.44
11/30/23	1% Fee	(\$20,274.16)	\$0.00	\$0.00	\$0.00	(\$20,274.16)	(\$6,798.60)	(\$7,661.56)	(\$5,814.00)	(\$20,274.16)
TOTAL		\$ 14,965.21	\$ (1,414.89)	\$ (676.49)	\$ 23.22	\$ 12,897.05	\$ 4,324.81	\$ 4,873.76	\$ 3,698.48	\$ 12,897.05

1%	Net Percent Collected
\$ 1,872,599.77	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

2024-01					
Cassidy Holdings LLC		Net Assessments	\$105,676.77	\$105,676.77	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance
	10/1/23		\$52,838.39	\$0.00	\$0.00
	2/1/24		\$26,419.19	\$0.00	\$0.00
	5/1/24		\$26,419.19	\$0.00	\$0.00
			\$105,676.77	\$0.00	\$0.00