

North Boulevard Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-382-3256

The following is the proposed agenda for the Board of Supervisors Meeting for the North Boulevard Community Development District, scheduled to be held on **Wednesday, February 21, 2018 at 10:30 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, FL 33880.** As always, the personal attendance of three (3) Board Members will be required to constitute quorum

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: **1-877-864-6450**
Participant Code: **454943**

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the January 17, 2018 Board of Supervisors Meeting**
- 2. **Consideration of Resolution 2018-02, Re-appointing Secretary**

Business Matters

3. **Consideration of Resolution 2018-03, Granting Authority to the District Manager and Chairperson to Execute Certain Work Authorizations related to the Development of the District's Improvements**
4. **Consideration of Agreement between the District and Danielle Fence Mfg. Co., Inc. regarding Installation of Perimeter Fence**
5. **Consideration of Agreement between the District and Imperial Testing and Engineering**
6. **Consideration of Payment Authorizations Number 24-25**
7. **Review of Monthly Financials**

Other Business

Staff Reports
District Counsel
District Engineer
District Manager
Supervisor Requests and Audience Comments
Adjournment

**North Boulevard
Community Development District**

Minutes

MINUTES OF MEETING

***NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING***

Wednesday January 17, 2018 at 10:33 a.m.

Offices of Cassidy Homes

346 East Central Ave.,

Winter Haven, Florida 33880

Board Members present at roll call:

Rennie Heath	Board Member	
John Mazuchowski	Board Member	
Lauren Schwenk	Board Member	
Andrew Rhinehart	Board Member	(joined at 10:37 a.m.)
Scott Shapiro	Board Member	(via phone)

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.	
Roy Van Wyk	Hopping Green & Sams, P.A.	
Dennis Wood	District Engineer	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 10:33 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present at this time.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
November 15, 2017 Board of
Supervisors Meeting and Auditor
Selection Committee Meeting**

The Board reviewed the minutes of the November 15, 2017 Board of Supervisors Meeting and Auditor Selection Committee Meeting.

On MOTION by Ms. Schwenk, seconded by Mr. Mazuchowski with all in favor, the Board approved the minutes of the November 15, 2017 Board of Supervisors Meeting and Auditor Selection Committee Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Construction Management Agreement

Mr. Van Wyk stated that the District is in the process of constructing improvements and there is a need for a Construction Manager to be on site to ensure that the District's improvements are being done according to the plans and the contract documents. He noted that the date on the front of the agreement needs to be changed to the current year. Ms. Gaarlandt noted that Mr. Heath has a conflict of interest and must abstain from voting and there are only two other Board Members present. Mr. Van Wyk stated that someone else needs to make the motion, Mr. Heath will abstain and the District will have the three votes to determine whether it is approved or not.

On MOTION by Ms. Schwenk seconded by Mr. Mazuchowski, with 3 in favor and 1 abstained, the Board approved the Construction Management Agreement with Heath Construction Management.

FIFTH ORDER OF BUSINESS

Consideration of Payment Authorizations Numbers 19-23

The Board reviewed Payment Authorizations 19-23.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Payment Authorizations 19-23.

SIXTH ORDER OF BUSINESS

Review of Monthly Financials

There was no action required by the Board.

Mr. Rhinehart joined the meeting in progress at 10: 37 a.m.

SEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager – No Report

EIGHTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or Audience comments.

NINTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt adjourned the meeting.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**North Boulevard
Community Development District**

Resolution 2018-02

RESOLUTION 2018-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS AND COMMUNITY LIAISONS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors desires to appointment Jane Gaarlandt of Fishkind & Associates, Inc., as Secretary of the District thereby replacing Joe MacLaren.

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

Section 1. Jane Gaarlandt is appointed Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of February, 2018.

**NORTH BOULEVARD COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

ATTEST:

Assistant Secretary

**North Boulevard
Community Development District**

Resolution 2018-03

RESOLUTION 2018-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT GRANTING THE DISTRICT MANAGER AND CHAIRPERSON, RESPECTIVELY, THE AUTHORITY TO EXECUTE CERTAIN WORK AUTHORIZATIONS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Boulevard 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 City of Haines City, Polk County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including roadways, water management infrastructure, utilities, and recreation systems and facilities; and

WHEREAS, the District has previously adopted a capital improvement plan as set forth in its *Master Engineer's Report* dated April 2017 (the "Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed pursuant thereto ("Improvements"); and

WHEREAS, between regular meetings, the District may request and receive proposals and work authorizations ("Work Authorizations") in connection with the construction of the Improvements in accordance with the Engineer's Report; and

WHEREAS, in order to avoid delays in the consideration and approval of these Work Authorizations and to facilitate the efficient development of the Improvements, the District desires to authorize the District Manager and Chairperson of the Board of Supervisors, respectively, to approve and execute certain Work Authorizations between regular Board meetings, subject to the terms and limitations imposed by this Resolution; and

WHEREAS, the Board of Supervisors finds that granting to the District Manager and the Chairperson, respectively, the limited authority set forth in this Resolution is in the best interests of the District so that the development of the Improvements may proceed expeditiously.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. DELEGATION OF AUTHORITY. The District Manager and Chairperson, respectively, of the District's Board of Supervisors are delegated authority to approve, enter into and execute Work Authorizations on behalf of the District for construction and maintenance services of the Improvements in accordance with and subject to the limitations described in Section 3 hereinafter. The District Manager and Chairperson, respectively, shall exercise this authority prudently and in connection with those Work Authorizations whose approval, in the good faith best judgment of the District Manager or Chairperson, is necessary prior to consideration by the Board at the next regularly scheduled meeting. Such authority shall be subject to the District Engineer's review and written approval and advice of District Counsel.

SECTION 3. LIMITATIONS ON DELEGATED AUTHORITY. The authority delegated to the District Manager and Chairperson, respectively, is subject to the following limitations and conditions:

(i) District Manager. The authority delegated to the District Manager applies to those non-recurring Work Authorizations in connection with the construction and maintenance of Improvements in an amount less than \$10,000. These limits may be revised by the Board by subsequent resolution, but in no event shall the delegation of authority herein exceed or be contrary to the public bidding thresholds or public contract requirements imposed by Florida law.

(ii) Chairperson. The authority delegated to the Chairperson applies to those non-recurring Work Authorizations in connection with the construction and maintenance of Improvements in an amount less than \$30,000. These limits may be revised by the Board by subsequent resolution, but in no event shall the delegation of authority herein exceed or be contrary to the public bidding thresholds or public contract requirements imposed by Florida law.

(ii) Staff Review. The authority of the District Manager and Chairperson, respectively, to approve any Work Authorization within the scope of this Resolution is subject to: 1) review and confirmation of the District Engineer that the Work Authorization is for the construction of improvements within the Engineer's Report and confirmation of the reasonable need for approval prior to the next regular Board meeting; and 2) review and advice of District Counsel regarding the form of any Work Authorization or any other legal considerations.

(iii) Board Ratification. Any and all such agreements or change orders approved and entered into by the District Manager or Chairperson as provided herein shall be brought before the Board at the next regular meeting for ratification by a quorum of the Board.

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

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of February, 2018.

ATTEST:

**NORTH BOULEVARD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice Chairperson, Board of Supervisors

**North Boulevard
Community Development District**

**Danielle Fence Mfg. Co., Inc.,
Installation of Perimeter Fence**

**AGREEMENT BETWEEN NORTH BOULEVARD
COMMUNITY DEVELOPMENT DISTRICT
AND DANIELLE FENCE MFG. CO., INC.
REGARDING INSTALLATION OF FENCING**

This Agreement (“Agreement”) is made and entered into this 5 day of February, 2018, by and between:

NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and having a mailing address of 12051 Corporate Boulevard, Orlando, Florida (the “District”); and

DANIELLE FENCE MFG. CO., INC., a Florida corporation, whose address is 4855 State Road 60 West, Mulberry, FL 33860 (the “Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District intends to install fencing on certain property located within the District known as Citrus Isle (the “District Property”); and

WHEREAS, the District desires to retain an independent contractor to provide construction services for the installation of fencing as more specifically set forth in Contractor’s Proposal, dated January 31, 2018, attached hereto as **Exhibit A** and hereby incorporated by reference herein (the “Services”); and

WHEREAS, Contractor represents that it is qualified to provide such Services to the District; and

WHEREAS, the District and Contractor (the “Parties”) warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, materials and services necessary for the Services as described herein and in the attached **Exhibit A**.
- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter, and reasonable ingress and egress to, the District Property, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the completion of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION. In exchange for providing the Services, the District shall pay the Contractor an amount equal to \$82,837.00 (Eighty-two thousands and eight hundred and thirty-seven Dollars and No Cents) in accordance with **Exhibit A**.

- A.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.
- B.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of three (3) years after final acceptance by the District, or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours and at the sole expense of Contractor.

SECTION 6. INSURANCE.

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$2,000,000
<i>Property Damage (including contractual)</i>	\$2,000,000

Automobile Liability (if applicable)
Bodily Injury and Property Damage

\$2,000,000

- B.** Contractor shall name the District, the landowner, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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 actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 13. 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:

- A. If to the District:**
 - North Boulevard Community Development District
 - 12051 Corporate Boulevard
 - Orlando, Florida 32817
 - Attn: District Manager

- With a copy to:**
 - Hopping Green & Sams, P.A.
 - 119 South Monroe Street, Suite 300
 - Tallahassee, Florida 32301
 - Attn: District Counsel

B. If to the Contractor:

Danielle Fence Mfg. Co., Inc.
4855 State Road 60 West
Mulberry, FL 33860
Attn: Jodi Barton

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees 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 addressees set forth herein.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, 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 District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; 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 District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

SECTION 18. INDEMNIFICATION.

A. Contractor, its employees, agents, representatives and subcontractors shall defend,

hold harmless and indemnify the District and its supervisors, landowner, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to section 119.07(1)(a), *Florida Statutes*, the Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of the Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Attest:

**NORTH BOULEVARD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisor

Witness:

DANIELLE FENCE MFG. CO., INC.

Signature of Witness

By: _____

Print Name: _____

Title: _____

Exhibit A: Contractor's Proposal dated January 31, 2018

EXHIBIT A
Contractor's Proposal



January 31, 2018

Cassidy Properties
Keaton Alexander
346 East Central Ave
Winter Haven, FL 33880

Jobsite: North Blvd CDD
Perimeter Fecne
Davenport, FL

Thank you for the opportunity to offer you an estimate for your fencing needs located at the job site listed above. Please accept this letter as our Contract for your review.

Total Repair Estimate: \$82,837 .00

- Install 4564' of 72" tall Almond Lakeland ® BGM Style PVC Fence
 - With 5" x 5" x 9' Posts
 - Concrete Around Each Post

Price includes tax, materials and installation. Price is Valid thru February 20, 2018. Price is based on a clear fence line. Price is plus permit fees if permit is required. Prior to finalizing contract a site inspection is required along with a deposit and draw schedule.

Danielle Fence Mfg. Co., Inc. will provide a Certificate of Liability Insurance and Workers' Compensation Certificate, and will maintain it fully in effect until completion of this contract.

Signature: _____ Date: _____ jb/MG

Headquarters, Showroom and Facility
4855 State Road 60 West
Mulberry, Florida 33860
Hillsborough County: 813.681.6181 / Fax 813.676.1109
Polk County: 863.425.3182 / Fax 863.425.5676
Toll Free: 800.255.6794

www.daniellefence.com

**North Boulevard
Community Development District**

Imperial Testing and Engineering

**AGREEMENT BETWEEN NORTH BOULEVARD
COMMUNITY DEVELOPMENT DISTRICT
AND IMPERIAL TESTING AND ENGINEERING**

This Agreement (“Agreement”) is made and entered into this 15 day of January, 2018, by and between:

NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and having a mailing address of 12051 Corporate Boulevard, Orlando, Florida (the “District”); and

Imperial Testing and Engineering, Inc., a Florida corporation, whose address is 3905 Kidron Road, Lakeland, FL 33811 (the “Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District desires to retain an independent contractor to provide services for the District, attached hereto as **Exhibit A** and hereby incorporated by reference herein (the “Services”); and

WHEREAS, Contractor represents that it is qualified to provide such Services to the District; and

WHEREAS, the District and Contractor (the “Parties”) warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The Contractor agrees to provide the labor, materials and services necessary for the Services as described herein and in the attached **Exhibit A**.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter, and reasonable ingress and egress to, the District Property, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the completion of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION. In exchange for providing the Services, the District shall pay the Contractor an amount equal to \$6,082.50 (Two Thousand Eight- Two Dollars and Fifty Cents) in accordance with **Exhibit A**.

- A.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.
- B.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of three (3) years after final acceptance by the District, or

longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours and at the sole expense of Contractor.

SECTION 6. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$2,000,000
<i>Property Damage (including contractual)</i>	\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$2,000,000

B. Contract shall name the District, its agents, staff, consultants and supervisors, as

additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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 actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 13. 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:

A. If to the District: North Boulevard Community
Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Imperial Testing and Engineering, Inc.
3905 Kidron Road
Lakeland, Fl 33811
Attn: Krystal Beard

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees 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 addressees set forth herein.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, 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 District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; 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 District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

SECTION 18. INDEMNIFICATION.

- A. Contractor, its employees, agents, representatives and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to section 119.07(1)(a), *Florida Statutes*, the Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of the Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Witness:

**NORTH BOULEVARD COMMUNITY
DEVELOPMENT DISTRICT**

Signature of Witness

District Manager

Witness:

Signature of Witness

By: _____

Print Name: _____

Title: _____

Exhibit A: Contractor's Proposal dated January 3, 2018

EXHIBIT A
Contractor's Proposal

Imperial

Imperial Testing and Engineering, Inc.

3905 Kidron Road, Lakeland, FL 33811
Phone (863) 647-2877 Fax (863) 647-1770

PROPOSAL/PROJECT ACCEPTANCE

PROJECT INFORMATION:

Client: HH CR 547 Investors I, LLC
Project Name: North Ridge - North Lots - Lennar Lots
Project Location: North Blvd West, Davenport, FL 33837
Proposal Date: January 3, 2018
Description of Services: Compaction Testing, Standard penetration test, 79G testing
Estimated Fee: \$6,082.50

PAYMENT RESPONSIBILITY:

Invoices to be paid by: HH CR 547 Investors I, LLC
Address: 346 E Central Ave
City/State: Winter Haven, FL Zip Code: 33880 Phone: (863) 661-6144
Attention: Sheila Rounds Title: Accountant Email: srounds@cassidyhomes.com

APPROVAL OF CHARGES:

If the invoices are to be approved by a party other than the party responsible for payment above, please fill in the space below.

Firm: _____
Address: _____
City/State: _____ Zip Code: _____ Phone: _____
Attention: _____ Title: _____ Fax: _____

PROPERTY OWNER IDENTIFICATION: (IF OTHER THAN ABOVE)

Firm: _____
Address: _____
City/State: _____ Zip Code: _____ Phone: _____
Attention: _____ Title: _____ Fax: _____

SPECIAL INSTRUCTIONS

PAYMENT TERMS:

Net 30 days from invoice date; invoices will be sent every two to four weeks for continued or extended projects. Interest charges, 1-1/2% per month following the due date.

PROPOSAL ACCEPTANCE:

The terms and conditions of this proposal, including the Terms on this page and the General Conditions on the reverse side, are:

Accepted this 4th Day of January, 2018
Print or type individual, firm or corporate body name: HH CR 547 Investors I, LLC
Signature of authorized representative: [Signature]
Print or type name of authorized representative and title: Pennie Heath

GENERAL CONDITIONS

INSURANCE – Imperial Testing and Engineering, Inc. maintains Workers' Compensation and Employers' Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance with \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate, and Automobile Insurance with \$1,000,000.00 bodily injury and property damage limits. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that 15 days' written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees.

CHANGED CONDITIONS – The outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees of Imperial Testing and Engineering, Inc. at the unit fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work such as requests by the owner or requirements of third parties, additional charges will be applicable.

WARRANTY AND LIMITATION OF LIABILITY – The only warranty or guarantee made by Imperial Testing and Engineering, Inc. in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

SAMPLING OR TESTING LOCATION – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT OF ENTRY – Unless otherwise agreed, Client will furnish right-of-entry on the land for us to make the planned borings, surveys, and explorations. We will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration, or damage, which may result from our operations. If Client desires us to restore the land to its former condition, we will accomplish this and add the cost to our fees.

DAMAGE TO EXISTING MAN-MADE OBJECTS – It shall be the responsibility of the owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects, relative to field tests or boring locations. If we are cautioned, advised or given data in writing that reveal the presence or potential presence of underground obstructions, such as utilities, we will give special instructions to our field personnel. As evidenced by your acceptance of this proposal, you agree to indemnify and hold harmless Imperial Testing and Engineering, Inc. from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by you or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to us in writing, and to reimburse Imperial Testing and Engineering, Inc. for expenses in connection with any such claims or suits, including reasonable attorneys' fees.

SAMPLES – Unless otherwise requested, samples used for testing will be disposed of immediately upon completion of tests and all remaining drilling samples will be disposed of 90 days after submission of our report. Upon written request, we will agree to retain test specimens or drilling samples for a mutually acceptable storage charge.

DISCLAIMER – Imperial Testing and Engineering, Inc. shall not be liable for any failure to undertake or complete the work for causes beyond its control, including, but not limited to, fire, flood, other casualty, labor disputes, prolonged transportation delays and injuries.

UNIT PRICE CONTRACT – This is the unit price contract, unless otherwise stated. Final billing will be based upon actual work performance.

PAYMENT – Payment shall be within 30 days after date of invoice. Interest at the rate of 18% per annum from 30 days of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. In the event that any law limiting the amount of interest or other charges permitted to be collected is interpreted so that this charge violates such law for any reason, the interest charge is hereby reduced to extent necessary to eliminate such violation. All attorneys' fees and expenses associated with collection of past due invoices will be paid by Client.

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**North Boulevard
Community Development District**

Payment Authorization No. 24-25

**NORTH BOULEVARD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 024
1/12/2018

Item No.	Vendor	Invoice Number	General Fund
1	Hopping Green & Sams		
	General Counsel Through 09/30/2017	96546	\$4,418.78
	General Counsel Through 11/30/2017	97784	\$2,379.97

TOTAL \$ 6,798.75


Board Member

Please Return To:
North Boulevard CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED JAN 12 2018

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED JAN 09 2018

===== STATEMENT =====

October 20, 2017

North Boulevard Community Development District
c/o Fishkind & Associates
Joe MacLaren, District Manager
12051 Corporate Boulevard
Orlando, FL 32817

Bill Number 96546
Billed through 09/30/2017

General Counsel/Monthly Meeting

NBCDD 00001 RVW

FOR PROFESSIONAL SERVICES RENDERED

08/08/17	AHJ	Finalize certificate of no appeal and correspondence to clerk of court regarding same.	0.40 hrs
09/01/17	AHJ	Prepare updates to supplemental assessment resolution; assemble exhibits to same.	1.10 hrs
09/05/17	AHJ	Prepare updates to district file regarding client disclosure and consent; confer with Gaarlandt regarding same.	0.20 hrs
09/06/17	AHJ	Prepare correspondence to Gaarlandt regarding recorded construction and access easement agreement.	0.50 hrs
09/13/17	JBC	Prepare budget funding loan agreement; prepare for board meeting.	2.00 hrs
09/13/17	AHJ	Prepare revisions to supplemental assessment resolution; assemble exhibits to same; transmit same to Gaarlandt.	2.70 hrs
09/14/17	RVW	Review and edit meeting minutes; prepare agreements.	0.40 hrs
09/14/17	SSW	Prepare agenda items; confer with Gaarlandt.	0.80 hrs
09/15/17	RVW	Review changes and edit interlocal agreement and joint acquisition agreement.	0.80 hrs
09/15/17	AHJ	Prepare revisions to joint acquisition agreement and interlocal agreement.	2.00 hrs
09/18/17	RVW	Confer with chairman; review and edit agreement.	0.30 hrs
09/18/17	AHJ	Prepare revisions to joint acquisition agreement and interlocal agreement; review board meeting agenda.	0.50 hrs
09/19/17	RVW	Travel to board meeting.	2.10 hrs
09/19/17	AHJ	Finalize interlocal agreement and joint acquisition agreement; transmit same to Gaarlandt.	1.50 hrs
09/20/17	RVW	Prepare for and attend board meeting.	2.80 hrs

09/20/17	JBC	Prepare for and attend board meeting; return travel.	0.10 hrs
09/21/17	AHJ	Prepare updates to interlocal agreement.	0.40 hrs
09/22/17	SSW	Conduct meeting follow-up.	0.70 hrs
09/26/17	AHJ	Confer with Gang regarding joint acquisition agreement.	0.30 hrs
09/28/17	AHJ	Prepare updates to district file regarding acquisition agreement; confer with Gaarlandt regarding same.	0.20 hrs

Total fees for this matter	\$4,287.00
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DISBURSEMENTS

Document Reproduction	75.00
Travel	3.72
Conference Calls	37.12
United Parcel Service	15.94
Total disbursements for this matter	\$131.78

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	9.80 hrs	145 /hr	\$1,421.00
Cooksey, Jennings B.	2.10 hrs	245 /hr	\$514.50
Van Wyk, Roy	6.40 hrs	310 /hr	\$1,984.00
Warren, Sarah S.	1.50 hrs	245 /hr	\$367.50

TOTAL FEES	\$4,287.00
TOTAL DISBURSEMENTS	\$131.78

TOTAL CHARGES FOR THIS MATTER	\$4,418.78
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BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	9.80 hrs	145 /hr	\$1,421.00
Cooksey, Jennings B.	2.10 hrs	245 /hr	\$514.50
Van Wyk, Roy	6.40 hrs	310 /hr	\$1,984.00
Warren, Sarah S.	1.50 hrs	245 /hr	\$367.50

TOTAL FEES	\$4,287.00
TOTAL DISBURSEMENTS	\$131.78

TOTAL CHARGES FOR THIS BILL	\$4,418.78
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Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED JAN 08 2018

===== STATEMENT =====

December 31, 2017

North Boulevard Community Development District
c/o Fishkind & Associates
Joe MacLaren, District Manager
12051 Corporate Boulevard
Orlando, FL 32817

Bill Number 97784
Billed through 11/30/2017

General Counsel/Monthly Meeting

NBCDD 00001 RVW

FOR PROFESSIONAL SERVICES RENDERED

11/08/17	RVW	Review correspondence from commission on ethics and department of state.	0.20 hrs
11/09/17	RVW	Review and edit meeting minutes; confer with Gaarlandt regarding agenda items.	0.40 hrs
11/13/17	AHJ	Prepare correspondence to Gaarlandt regarding notice of lien of special assessments and disclosure of public financing; confer with Gaskins regarding same.	0.50 hrs
11/14/17	RVW	Travel to board meeting.	2.10 hrs
11/15/17	RVW	Prepare for and attend board meeting.	4.20 hrs
11/15/17	SSW	Confer with Gaarlandt regarding agenda items.	0.30 hrs
11/16/17	AHJ	Prepare updates to district files regarding general election status.	0.10 hrs
11/21/17	AHJ	Confer with Shapiro regarding recorded interlocal agreement.	0.10 hrs
11/29/17	AHJ	Confer with Shapiro regarding copy of filed petition and final judgment.	0.10 hrs
Total fees for this matter			\$2,328.50

DISBURSEMENTS

Document Reproduction	25.25
United Parcel Service	26.22
Total disbursements for this matter	\$51.47

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.80 hrs	145 /hr	\$116.00
Van Wyk, Roy	6.90 hrs	310 /hr	\$2,139.00
Warren, Sarah S.	0.30 hrs	245 /hr	\$73.50

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TOTAL FEES	\$2,328.50
TOTAL DISBURSEMENTS	\$51.47
TOTAL CHARGES FOR THIS MATTER	\$2,379.97

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.80 hrs	145 /hr	\$116.00
Van Wyk, Roy	6.90 hrs	310 /hr	\$2,139.00
Warren, Sarah S.	0.30 hrs	245 /hr	\$73.50

TOTAL FEES	\$2,328.50
TOTAL DISBURSEMENTS	\$51.47
TOTAL CHARGES FOR THIS BILL	\$2,379.97

Please include the bill number on your check.

**NORTH BOULEVARD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 025

1/19/2018

Item No.	Vendor	Invoice Number	General Fund
1	Fishkind & Associates DM Fee & Reimbursables: January 2018	22019	\$1,794.43

TOTAL \$ 1,794.43



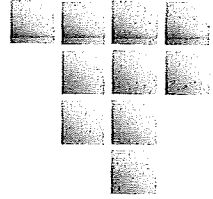
Board Member

Please Return To:
North Boulevard CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED JAN 19 2018

Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

FISHKIND
& ASSOCIATES



Invoice

North Boulevard CDD
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd
Orlando, FL 32817

Invoice #:	22019
1/12/2018	

RECEIVED JAN 16 2018

File: NorthBlvdCDD

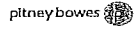
North Boulevard CDD

Services:	Amount
District Management Fee: Jan 2018	1,666.67
Website Fee	125.00
Postage	2.76

**Please include the invoice
number on your remittance
and submit to:**

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817
Ph: 407-382-3256
Fax: 407-382-3254
www.fishkind.com**

Balance Due \$1,794.43



Account Summary Report

Date Range: Dec 1, 2017 to Dec 31st, 2017

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

Account Summary

Account	Sub Account	Pieces	Total Charged
North Boulevard		6	\$2.760
	Grand Total		\$2.760

**North Boulevard
Community Development District**

Monthly Financials

Highland Meadows II CDD
Statement of Financial Position
As of 01/31/2018

	General Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	Capital Projects Fund	Capital Projects Fund	Capital Projects Fund	Capital Projects Fund	General Long-Term Debt	Total
Current Assets										
General Checking Account	\$392,100.32									\$392,100.32
Accounts Receivable - Due from Developer	158,310.00									158,310.00
Prepaid Expenses	619.56									619.56
Deposits	2,777.73									2,777.73
Due From Other Funds		\$162,692.58								162,692.58
Debt Service Reserve (Area 1)		140,000.00								140,000.00
Debt Service Reserve (Area 2)		55,165.63								55,165.63
Debt Service Reserve (Area 5)		184,041.34								184,041.34
Revenue (Area 2)		3,898.17								3,898.17
Revenue (Area 1)		9,808.62								9,808.62
Revenue (Area 5)		13,447.34								13,447.34
Interest (Area 5)		0.83								0.83
Prepayment (Area 1)		11,414.09								11,414.09
Prepayment (Area 2)		1,148.07								1,148.07
Prepayment (Area 5)		34,763.76								34,763.76
Capitalized Interest (Area 5)		711.25								711.25
Redemption Account (Area 5)		1,639.84								1,639.84
Due From Other Funds			\$232,645.71							232,645.71
Debt Service Reserve (Area 3)		184,173.68								184,173.68
Debt Service Reserve (Area 4)		90,564.21								90,564.21
Debt Service Reserve (Area 6)		93,400.01								93,400.01
Revenue (Area 3)		1,816.97								1,816.97
Revenue (Area 4)		721.25								721.25
Revenue (Area 6)		150,588.58								150,588.58
Prepayment (Area 3)		154,842.29								154,842.29
Prepayment (Area 4)		65,524.24								65,524.24
Prepayment (Area 6)		722,392.32								722,392.32
Capitalized Interest (Area 6)		1,087.39								1,087.39
Debt Service Reserve (Area 4BC)			\$127,487.50							127,487.50
Revenue (Area 4BC)			73.24							73.24
Capitalized Interest (Area 4BC)			201,934.71							201,934.71
Acquisition/Construction (Area 5)				\$392,875.68						392,875.68
Acquisition/Construction (Area 3)					\$25.73					25.73
Acquisition/Construction (Area 4)					5,622.26					5,622.26
Acquisition/Construction (Area 6)					223,441.32					223,441.32
Acquisition/Construction (Area 4BC)						\$2,449,608.28				2,449,608.28
Cost of Issuance (Area 4BC)						5,470.28				5,470.28
Total Current Assets	\$553,807.61	\$618,731.52	\$1,697,756.65	\$329,495.45	\$229,089.31	\$2,455,078.56	\$0.00	\$0.00		\$6,276,834.78
Investments										
Amount Available in Debt Service Funds									\$2,250,645.33	\$2,250,645.33
Amount To Be Provided									8,709,354.67	8,709,354.67
Total Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,960,000.00	\$10,960,000.00
Total Assets	\$553,807.61	\$618,731.52	\$1,697,756.65	\$329,495.45	\$229,089.31	\$2,455,078.56	\$0.00	\$0.00	\$10,960,000.00	\$17,236,834.78

Highland Meadows II CDD
Statement of Financial Position
As of 01/31/2018

	General Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	Capital Projects Fund	Capital Projects Fund	Capital Projects Fund	Capital Projects Fund	General Long-Term Debt	Total
Liabilities and Net Assets										
Current Liabilities										
Accounts Payable	\$5,163.81									\$5,163.81
Due to Developer	50,000.00									50,000.00
Accounts Payable			\$438,244.92							438,244.92
Due To Developer			21,155.88							21,155.88
Retainage Payable			132,727.57							132,727.57
Deferred Revenue			158,310.00							158,310.00
Accounts Payable				\$414,635.00						414,635.00
Retainage Payable				47,831.74						47,831.74
Accounts Payable					\$355,527.35					355,527.35
Total Current Liabilities	\$55,163.81	\$0.00	\$0.00	\$0.00	\$750,438.37	\$462,466.74	\$0.00	\$355,527.35	\$0.00	\$1,623,596.27
Long Term Liabilities										
Revenue Bonds Payable - Long-Term	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,960,000.00	\$10,960,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,960,000.00	\$10,960,000.00
Total Liabilities	\$55,163.81	\$0.00	\$0.00	\$0.00	\$750,438.37	\$462,466.74	\$0.00	\$355,527.35	\$10,960,000.00	\$12,563,596.27
Net Assets										
Net Assets, Unrestricted	\$36,172.89									\$36,172.89
Current Year Net Assets, Unrestricted	248,945.86									248,945.86
Net Assets - General Government	(95,714.46)									(95,714.46)
Current Year Net Assets, General Government	309,239.51									309,239.51
Net Assets, Unrestricted		\$669,786.87								669,786.87
Current Year Net Assets, Unrestricted		(51,055.35)								(51,055.35)
Net Assets, Unrestricted		\$740,497.06								740,497.06
Current Year Net Assets, Unrestricted		957,259.59								957,259.59
Net Assets, Unrestricted			\$329,317.55							329,317.55
Current Year Net Assets, Unrestricted			177.90							177.90
Net Assets, Unrestricted			\$599,265.02							599,265.02
Current Year Net Assets, Unrestricted			(956,827.71)							(956,827.71)
Net Assets, Unrestricted			\$223,949.59							223,949.59
Current Year Net Assets, Unrestricted			(457,327.02)							(457,327.02)
Net Assets, Unrestricted			\$2,498,136.21							2,498,136.21
Current Year Net Assets, Unrestricted			(398,585.00)							(398,585.00)
Total Net Assets	\$498,643.80	\$618,731.52	\$329,495.45	\$1,697,756.65	(\$357,562.69)	(\$233,377.43)	\$0.00	\$2,099,551.21	\$0.00	\$4,653,238.51
Total Liabilities and Net Assets	\$553,807.61	\$618,731.52	\$329,495.45	\$1,697,756.65	\$392,875.68	\$229,089.31	\$10,960,000.00	\$2,455,078.56	\$10,960,000.00	\$17,236,834.78

Highland Meadows II CDD
Statement of Activities
As of 01/31/2018

	General Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	Capital Projects Fund	Capital Projects Fund	Capital Projects Fund	Capital Projects Fund	General Long-Term Debt	Total
Contingency					400,434.60					400,434.60
Engineering							\$3,390.00			3,390.00
District Counsel							4,104.79			4,104.79
Landscaping Maintenance & Material							41,420.86			41,420.86
Contingency							394,232.91			394,232.91
District Counsel								\$948.50		948.50
Contingency								354,578.85		354,578.85
Total Expenses	\$152,451.40	\$653,361.26	\$359,307.57	\$0.00	\$480,196.43	\$443,148.66	\$355,527.35	\$0.00	\$2,443,992.57	
Other Revenues (Expenses) & Gains (Losses)										
Interest Income	\$460.68									\$460.68
Interest Income		\$396.57								396.57
Interest Income			\$423.10	\$177.90						423.10
Interest Income					\$469.00					469.00
Interest Income						\$243.77				243.77
Interest Income							\$1,799.10			1,799.10
Total Other Revenues (Expenses) & Gains (Losses)	\$460.68	\$396.57	\$423.10	\$177.90	\$469.00	\$243.77	\$1,799.10	\$0.00	\$3,970.12	
Change In Net Assets	\$558,185.37	(\$51,055.35)	\$957,259.59	\$177.90	(\$956,827.71)	(\$457,327.02)	(\$398,685.00)	\$0.00	(\$348,172.22)	
Net Assets At Beginning Of Year	(\$59,541.57)	\$669,786.87	\$740,497.06	\$329,317.55	\$599,265.02	\$223,949.59	\$2,498,136.21	\$0.00	\$5,001,410.73	
Net Assets At End Of Year	\$498,643.80	\$618,731.52	\$1,697,756.65	\$329,495.45	(\$357,562.69)	(\$293,377.43)	\$2,099,551.21	\$0.00	\$4,653,238.51	

Highland Meadows II CDD
Budget to Actual
For the Month Ending 01/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
Revenues				
On-Roll Assessments	\$ 312,751.95	\$ 177,143.60	\$ 135,608.35	\$ 531,430.81
Off-Roll Assessments	148,428.28	-	148,428.28	-
Other Income & Other Financing Sources	50.00	-	50.00	-
Net Revenues	\$ 461,230.23	\$ 177,143.60	\$ 284,086.63	\$ 531,430.81
General & Administrative Expenses				
Supervisor Fees	\$ 2,400.00	\$ 2,000.00	\$ 400.00	\$ 6,000.00
D&O Insurance	2,142.00	833.33	1,308.67	2,500.00
Trustee Services	9,208.15	3,333.33	5,874.82	10,000.00
Management	10,000.00	10,000.00	-	30,000.00
Engineering	1,125.00	3,333.33	(2,208.33)	10,000.00
Dissemination Agent	5,500.00	-	5,500.00	-
Property Appraiser	8,469.30	3,333.33	5,135.97	10,000.00
District Counsel	9,475.91	6,666.67	2,809.24	20,000.00
Assessment Administration	5,000.00	1,666.67	3,333.33	5,000.00
Audit	-	1,666.67	(1,666.67)	5,000.00
Travel and Per Diem	-	166.67	(166.67)	500.00
Telephone	64.95	33.33	31.62	100.00
Postage & Shipping	238.42	333.33	(94.91)	1,000.00
Copies	95.85	166.67	(70.82)	500.00
Legal Advertising	1,283.50	3,333.33	(2,049.83)	10,000.00
Bank Fees	-	83.33	(83.33)	250.00
Miscellaneous	14.88	3,333.38	(3,318.50)	10,000.00
Web Site Maintenance	300.00	300.00	-	900.00
Dues, Licenses, and Fees	175.00	83.33	91.67	250.00
O&M Loan Repayment	52,500.00	20,385.29	32,114.71	61,155.88
Playground	7,131.12	8,333.33	(1,202.21)	25,000.00
Carry Over 1st Quarter	-	4,333.33	(4,333.33)	13,000.00
Total General & Administrative Expenses	\$ 115,124.08	\$ 73,718.65	\$ 41,405.43	\$ 221,155.88
Field Expenses				
General Insurance	\$ 2,417.00	\$ 1,333.33	\$ 1,083.67	\$ 4,000.00
Irrigation	1,338.62	333.33	1,005.29	1,000.00
Landscaping Maintenance & Material	45,677.00	58,333.33	(12,656.33)	175,000.00
Flower & Plant Replacement	-	3,333.33	(3,333.33)	10,000.00
Contingency	2,925.00	6,666.64	(3,741.64)	19,999.93
Streelights	8,641.81	11,666.67	(3,024.86)	35,000.00
Total Field Expenses	\$ 60,999.43	\$ 81,666.63	\$ (20,667.20)	\$ 244,999.93
Cabana & Pool Expenses				
Security	\$ 4,172.50	\$ 4,000.00	\$ 172.50	\$ 12,000.00
Maintenance Staff	3,564.00	5,000.00	(1,436.00)	15,000.00
Electric	5,080.38	2,333.33	2,747.05	7,000.00
Water Reclaimed	1,798.01	-	1,798.01	-
Cabana Electric	-	666.67	(666.67)	2,000.00
Pool Electric	-	1,250.00	(1,250.00)	3,750.00
Cable Television	-	300.00	(300.00)	900.00
Property & Casualty	5,383.00	1,333.33	4,049.67	4,000.00
Equipment Repair & Maintenance	2,190.00	833.33	1,356.67	2,500.00
Pest Control	240.00	333.33	(93.33)	1,000.00
Signage & Amenities Repair	-	250.00	(250.00)	750.00
Swimming Pools	6,400.00	2,125.00	4,275.00	6,375.00
Pool and Cabana Water	-	3,333.33	(3,333.33)	10,000.00
Total Cabana & Pool Expenses	\$ 28,827.89	\$ 21,758.32	\$ 7,069.57	\$ 65,275.00
Total Expenses	\$ 204,951.40	\$ 177,143.60	\$ 27,807.80	\$ 531,430.81
Income (Loss) from Operations	\$ 256,278.83	\$ -	\$ 256,278.83	\$ -
Other Income (Expense)				
Interest Income	460.68	-	460.68	-
Total Other Income (Expense)	\$ 460.68	\$ -	\$ 460.68	\$ -
Net Income (Loss)	\$ 256,739.51	\$ -	\$ 256,739.51	\$ -