

North Boulevard Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

<http://northboulevardcdd.com/.com>

The following is the proposed agenda for the meeting of the Board of Supervisors for the North Boulevard Community Development District, scheduled to be held **Wednesday, December 18, 2019 at 10:15 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, FL 33880.** Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at gaarlandtj@pfm.com or (407) 723-5900. As always, the personal attendance of three (3) Board Members will be required to constitute a quorum.

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

Call-in Number: **1-844-621-3956**

Access Code: **790 393 986 #**

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 November 14, 2019 Board of Supervisors' Meeting**

Business Matters

2. **Consideration of Proposals for Phase 2 Landscape Maintenance Services**
 - Floralawn
 -
3. **Ratification of Payment Authorization Nos. 99 – 102**
4. **Review of Monthly Financials** *(provided under separate cover)*

Other Business

Staff Reports

District Counsel
Interim 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***

Thursday, November 14, 2019 at 9:38 a.m.

Offices of Cassidy Homes

346 East Central Avenue

Winter Haven, Florida 33880

Board Members present at roll call:

Rennie Heath	Board Member	
Lauren Schwenk	Board Member	
Andrew Rhinehart	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Jane Gaarlandt	PFM
Dexter Glasgow	PFM
Roy Van Wyk	Hopping Green & Sams, P.A.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order approximately at 9:38 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments at this time.

THIRD ORDER OF BUSINESS

**Administration of Oath of Office to Newly
Elected Board Members**

Ms. Gaarlandt administered the oath of office to Ms. Schwenk and Mr. Rhinehart.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2020-02,
Canvassing and Certifying the Results of the
Landowners' Election**

Ms. Gaarlandt explained that the Landowners Election results were as follows;

1. Ms. Schwenk was awarded 39 votes.
2. Mr. Cipollone was awarded 39 votes.
3. Mr. Rhinehart was awarded 20 votes.

Ms. Schwenk and Mr. Cipollone will each serve a 4 year term and Mr. Rhinehart will serve a 2-year term.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2020-02, Canvassing and Certifying the Results of the Landowners' Election.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-03,
Appointing District Officers**

Ms. Gaarlandt explained that the current slate of officers is as follows; Mr. Heath as Chairman, Mr. Shapiro as Vice-Chairman, Ms. Gaarlandt as Secretary, the remaining Board members as Assistant Secretary. She requested the Board add Ms. Walden as Assistant Secretary, Ms. Glasgow as Treasurer, and Ms. Sikder as Assistant Treasurer.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2019-03, Appointing District Officers, as presented.

SIXTH ORDER OF BUSINESS

**Consideration of the Minutes of the October
16, 2019 Board of Supervisors' Meeting**

The Board reviewed the Minutes of the October 16, 2019 Board of Supervisors' Meeting.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Minutes of the October 16, 2019 Board of Supervisors' Meeting.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-04,
Declaring the Phase 2 Series 2019 Project
Complete**

**a) District Engineer's Certificate of
Completion**

Mr. Van Wyk explained that attached to the back of the resolution is the Engineer's Certificate certifying the project being complete and all the infrastructure and required documents were received by the District Engineer. Section 4 states that there is \$256,547.99 remaining in the Construction Fund. The District Engineer is reserving out \$3,000.00 to pay one more invoice and the balance of that less the \$3,000.00 will be transferred to the 2019 Series Redemption Fund and it will be used to redeem a portion of the Bonds.

Mr. Van Wyk noted that by approving the Resolution the Board will be accepting the Engineer's Report, declaring the project complete, and finalizing Special Assessments as set forth in the attached documents. The Board Members asked about the Bond Redemption. Mr. Van Wyk stated that it will result in a lower annual payment requirement for all lots. The payment will go down and maintain the same length of time.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2020-04, Declaring the Phase 2 Series 2019 Project Complete.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2020-05,
Adopting a Fiscal Year 2018-2019 Amended
O&M Budget**

Ms. Gaarlandt explained that some line items exceeded the threshold of 10% or \$10,000.00 and the Budget must be amended. The Property Appraiser's line item was added to the budget and there was a slight adjustment on the Dissemination Agent line item. A discussion took place. The overall budget was not exceeded. The Board needs to adjust the line items to account for actual expenses.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Resolution 2020-05, Adopting a Fiscal Year 2018-2019 Amended O&M Budget.

NINTH ORDER OF BUSINESS

**Consideration of Proposal for Phase 2
Landscape Maintenance Services**

Ms. Gaarlandt asked Mr. Shapiro if he received the proposal from Floralawn that Mr. Glasgow emailed to him. Mr. Shapiro confirmed he received it. Mr. Heath stated that he is not prepared to vote on this today. Mr. Shapiro stated that in looking at the proposal the numbers do not add up and he requested more time to review it. This item will be tabled. Board Members requested that District Staff get three proposals to compare. Mr. Glasgow clarified that the proposal was for Phase 2 only, Floralawn is already servicing Phase 1.

TENTH ORDER OF BUSINESS

Ratification of Payment Authorization Nos. 97

- 98

The Board reviewed payment authorizations numbers 97 - 98.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Board ratified Payment Authorization Nos. 97 – 98.

ELEVENTH ORDER OF BUSINESS

Review of Monthly Financials

Ms. Gaarlandt presented the monthly financials to the Board as of October 31, 2019. There was no action required by the Board.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – No Report

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests or audience comments.

FOURTEENTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

ON MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the November 14, 2019 Board of Supervisors' Meeting for the North Boulevard Community Development District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**North Boulevard
Community Development District**

**Proposals for Phase 2 Landscape Maintenance
Services**



Landscape Maintenance Proposal North Boulevard

North Boulevard CDD
 c/o Jane Gaarlandt

District Manager

PFM Group Consulting LLC

12051 Corporate Blvd., Orlando, FL 32817

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

We hereby propose the following for your review:

LANDSCAPE MAINTENANCE FOR COMMON GROUNDS PHASE 1

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$1,830	\$21,960
Fertilization & Pest Control	\$90	\$1,080
Monthly Irrigation Inspection	\$120	\$1,440
<u>TOTAL</u>	<u>\$2,040</u>	<u>\$24,480</u>

LANDSCAPE MAINTENANCE FOR COMMON GROUNDS PHASE 2

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$2,940	\$35,280
Fertilization & Pest Control	\$180	\$2,160
Monthly Irrigation Inspection	\$120	\$1,440
<u>TOTAL</u>	<u>\$3,240</u>	<u>\$38,880</u>

Landscape Maintenance Program

Scope of Services

TURF CARE

- Mowing** Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance 42 times per calendar year (Floritam) and 42 times per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season April through October and every other week during the non-growing season or as needed November through March.
- Bahia lake and pond banks will be mowed 24 times per year consistent with 3 times per month May through October and 1 time per month or as needed November through April.
- Trimming** Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.
- Edging** All turf edges of walks, curbs, and driveways shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.
- Fertilization** Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

TREE, SHRUB, AND GROUNDCOVER CARE

- Pruning** All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 10 times per year to ensure the following:
- Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
 - Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
 - The removal of dead, diseased, or injured branches and palms will be performed as needed
 - Ground covers and vines can maintain a neat and uniform appearance.
- Weeding** Weeds will be removed from all plant, tree, and flower beds 18 times per year. This incorporates 2 times per month during the growing season and 1 time per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.
- Fertilization** Palms and hardwood trees will be fertilized 2 times per year. Shrubs and groundcovers will be fertilized 4 times per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.
- Insect, & Disease Control** All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

IRRIGATION

- Overview** At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.
- Inspections** All irrigation zones shall be inspected 1 time per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.
- Repairs** Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being \$60.00 per hour. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

MISCELLANEOUS

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

OPTIONAL ITEMS & ADDITIONAL SERVICES

- Landscape design & installation
- Annual flower bed design & installation
- Thin & prune trees over 10' in height
- New plant installation
- Pump Maintenance
- Sodding and/or Seeding
- Mulching
- Prune Palms over 15' of clear trunk
- Leaf clean-up
- Pump repair & installation



FLORALAWN, INC. LAWN MAINTENANCE SERVICE AGREEMENT

This Lawn Maintenance Service Agreement ("Agreement") dated November 13, 2019, is entered into by and between Floralawn, Inc., a Florida corporation, whose mailing address is Post Office Box 91597, Lakeland, Florida 33804 ("Floralawn") and North Boulevard CDD (Customer Name), whose mailing address is PFM Group Consulting LLC/ 12051 Corporate Blvd., Orlando, FL 32817 ("Customer").

1. **Services.** Pursuant to the terms of this Agreement, Floralawn will furnish all labor and equipment necessary to complete a maintenance program as described in the Scope of Services, attached hereto and incorporated herein as Schedule "A", for Customer at the following location: North Boulevard CDD/ Davenport FL. ("Location").

2. **Terms.** This Agreement, made for a period of one (1) year(s), beginning on the First day of _____ 2019, and ending the _____ day of _____, 2020 ("Initial Term"), and shall automatically renew for one (1) year term(s) ("Renewal Term(s)"), unless and until this Agreement is canceled by either party by providing written notice at least sixty (60) days prior to the end of the Initial Term or the Renewal Term, whichever is applicable.

3. **Workmanship.** All workmanship performed by Floralawn shall be of the standard so as to pass without objection in the trade and shall be in accordance with accepted horticultural practices.

4. **Disclaimer and Limitation of Damages.** Due to acts of God and/or various climatic and environmental conditions, Floralawn shall not be responsible for replacement of damaged turf, shrubbery, or trees or any other property of Customer. In addition, this Agreement shall not be construed to impose any express or implied warranties upon Floralawn. In the event the Scope of Services includes installation and/or maintenance of Customer's irrigation system at the above-described Location, Floralawn's liability shall be limited to any damage to Customer's irrigation system sustained by Customer at the Location following written notice to Floralawn of the malfunction. **FLORALAWN SHALL NOT OTHERWISE, UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, BE LIABLE FOR ANY CLAIM FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR INCONVENIENCE, LOSS OF USE OF ANY PROPERTY, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTION.**

5. **Fee Schedule.** The lawn maintenance as described in the attached Scope of Services shall be provided for an annual rate of \$(see scope of work Schedule A), payable in monthly installments of \$(see scope of work Schedule A). During the Initial Term, the annual rate shall increase by scope of work Schedule A percent (2%) per year. During any Renewal Term(s), the annual rate shall increase pursuant to a negotiated rate prior to the commencement of the Renewal Term(s). This fee schedule is based on the completion of the Initial Term and any Renewal Term(s) by Floralawn. If Customer elects to terminate this Agreement without cause before the end of the Initial Term or any Renewal Term, Customer agrees to pay Floralawn an early termination fee equal to the balance due on the annual rate described herein for the year in which Customer terminates this Agreement.

6. **Default.**

6.1 **Non-Monetary Default.** If either party is in default under this Agreement for a period of (a) seven (7) days following receipt of notice from the non-defaulting party, then, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the defaulting party corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Floralawn commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for termination shall be deemed cured.

6.2 **Monetary Default.** Either Party shall be entitled to cure any deficiencies of performance on payment within seven (7) days of being notified of deficiency(s). If the Customer makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured.

7. **Termination and Early Termination Fee.** If Customer terminates this Agreement with cause based upon Floralawn's failure to comply with the scope of Services contemplated by this Agreement after providing Floralawn with written notice thereof as set forth in Paragraph 9 below and after Floralawn has been provided an opportunity to cure the default, Customer shall not incur an early termination fee in an amount equal to (i) the balance due on the annual rate as described in paragraph 5 above for the year in which Customer terminates this Agreement, or (ii) three (3) times the previous months billing, whichever is greater (the "Early Termination Fee"). Floralawn may terminate this Agreement at any time by notice to Customer without further liability if Floralawn has not been compensated for its services by Customer within thirty (30) days from the billing date, or if Floralawn is hindered by Customer in its attempt to complete its obligation under this Agreement. Floralawn may additionally terminate this agreement without cause upon 60 days written notice to Customer.

Upon termination, a final invoice shall be prepared by Floralawn indicating the balance due for all unpaid services and materials furnished to Customer as of the termination date. Additionally, if Customer terminates this Agreement without cause, fails to provide Floralawn an opportunity to cure a default or such termination is a result of Customer's default, Customer shall pay Floralawn the Early Termination Fee as provided in this Paragraph 7.

8. **Collections.** In the event that it becomes necessary to institute collection proceedings against Customer for the collection of fees due to Floralawn by Customer, Customer agrees that the exclusive venue for such action shall be in Polk County, Florida, and that Customer will pay, in addition to any adjudication for such fees, all costs and expenses necessitated thereby, including interest on the unpaid balance at the maximum rate allowed by law and a reasonable attorney's fee whether at the pre-trial stage, trial level or in connection with any and all appellate proceedings.

9. **Notice.** Subject to notice of change of address, in the manner provided in this section, any standard notice, default notice, notice of termination, or other document to be given hereunder by any party to the other shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (i) the date of actual delivery in person, or (ii) five (5) days after the date on which such notice is mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, or (iii) the business day following the day on which such notice is sent by any next day or overnight business service, to each party at the above-referenced addresses.

10. **Time.** Time is of the essence of this Agreement and its terms.

11. **Integration.** This Agreement constitutes the complete and exclusive statement of the terms of the agreement between the parties pertaining to the Scope of Services and supersedes all prior and contemporaneous agreements and undertakings of the parties.

12. **Assignment and delegation.** This Agreement may be assigned and its corresponding duties delegated by Floralawn without obtaining Customer's consent. Customer may not assign this Agreement or delegate its duties hereunder without the prior written consent of Floralawn.

13. **Governing law and venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Polk County, Florida.

14. **Binding effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, personal representatives, successors and assigns.

15. **Attorneys fees and costs.** In any legal proceeding brought for the enforcement of this Agreement, including but not limited to breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party, reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

16. **Severability.**

16.1 If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforceable as if the Agreement did not contain the particular provision held to be invalid.

16.2 If it should appear that any provision herein is in conflict with the laws of the State of Florida, such conflicting provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to Florida law.

17. **Entire Agreement.** The parties hereby agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modifications of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of the contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of the Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provision of this Agreement.

CUSTOMER

FLORALAWN, INC., a Florida corporation

By: _____

By: _____

Lucas Martin

Its: Vice President

Its: _____

**North Boulevard
Community Development District**

Payment Authorization No. 99 – 102

**NORTH BOULEVARD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 099

11/8/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Duke Energy			
	Acct: 27851 72592 ; Service 10/03/2019 - 11/04/2019	--	\$ 13.92	FY 2020
	Acct: 36052 11268 ; Service 10/03/2019 - 11/04/2019	--	\$ 151.92	FY 2020
	Acct: 62992 11588 ; Deposit & Service Charge	--	\$ 301.00	FY 2020
TOTAL			\$ 466.84	
			-	FY 2019
			466.84	FY 2020


 Board Member

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

RECEIVED NOV 12 2019

**NORTH BOULEVARD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 100
11/15/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Business Observer Legal Advertising on 11/08/2019	19-02018K	\$ 50.31	FY 2020
2	Duke Energy Acct: 62992 11588 ; Service 10/21/2019 - 11/04/2019 Acct: 03325 63130 ; Service 10/16/2019 - 11/14/2019	-- --	\$ 63.13 \$ 854.94	FY 2020 FY 2020
3	PFM Group Consulting Reimbursables: September 2019	OE-EXP-00456	\$ 54.90	FY 2019
TOTAL			\$ 1,023.28	
			54.90	FY 2019
			968.38	FY 2020



Board Member

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

RECEIVED NOV 18 2019

**NORTH BOULEVARD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 101
11/22/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Duke Energy			
	Acct: 78865 71489 ; Service 11/01/2019 - 11/13/2019	--	\$ 290.13	FY 2020
	Acct: 39033 45543 ; Service 10/21/2019 - 11/19/2019	--	\$ 105.21	FY 2020
2	FloraLawn			
	Novmber Irrigation Repairs	87384	\$ 50.62	FY 2020
3	PFM Group Consulting			
	Reimbursables: September 2019	107052	\$ 36.62	FY 2019
TOTAL			\$ 482.58	
			36.62	FY 2019
			445.96	FY 2020

Board Member

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

**North Boulevard
Community Development District**

Monthly Financials

(provided under separate cover)