

*North Boulevard
Community Development District*

Agenda

January 19, 2023

AGENDA

North Boulevard

Community Development District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

January 12, 2023

**Board of Supervisors
North Boulevard
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **North Boulevard Community Development District** will be held **Thursday, January 19, 2023 at 10:30 AM** at the **Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://us06web.zoom.us/j/83469785216>
Zoom Call-In Information: 1-646-876-9923
Meeting ID: 834 6978 5216

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Public comments can be submitted via email to the District Manager at tadams@gmscfl.com prior to the beginning of the meeting)
3. Organizational Matters
 - A. Acceptance of Resignation of Matthew Cassidy
 - B. Appointment of Individual to Fulfill Board Vacancy
 - C. Administration of Oath of Office to Newly Appointed Board Members
 - D. Consideration of Resolution 2023-01 Electing Officers
4. Approval of Minutes of the August 3, 2022 Board of Supervisors Meeting
5. Ratification of Proposal from CAS for Well Repairs
6. Ratification of Fiscal Year 2022 Audit Engagement Letter
7. Ratification of HOA License Agreement for Holiday Party
8. Consideration of Polk County Contract Agreement
9. Consideration of Polk County Data Sharing and Usage Agreement
10. Consideration of Mulch Proposal from Taylor & Sons
11. Consideration of Proposal from Mack Concrete for Storm Inlet Materials
12. Consideration of Installation Quote
13. Consideration of Poop Bandit Contract Renewal
14. Staff Reports

- A. Attorney
- B. Engineer
- C. Field Manager's Report
- D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Bond Requisition #104
- 15. Other Business
- 16. Supervisors Requests and Audience Comments
- 17. Adjournment

Sincerely,

Tricia L. Adams

Tricia L. Adams,
District Manager

SECTION III

SECTION A

From: Monica Virgen mvirgen@gmscfl.com
Subject: Fwd: CDD resignation
Date: December 8, 2022 at 3:59 PM
To:



From: **Matthew Cassidy** <matthew.cassidy@cassidyholdingsfl.com>
Date: Fri, Sep 2, 2022 at 9:59 AM
Subject: CDD resignation
To: Samantha Hoxie <shoxie@gmscfl.com>

Good morning Samantha,
I, Matthew Cassidy, am resigning from the following boards:

Eden hills

Forest lake

Hammock reserve

North blvd

Lucerne park

Get [Outlook for iOS](#)

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SECTION D

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chairperson and by electing a Secretary, and such other officers as the Board may deem necessary.

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

1. DISTRICT OFFICERS. The District officers are as follows:

_____ is appointed Chairperson.
_____ is appointed Vice-Chairperson.
_____ is appointed Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

2. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of January 2023.

ATTEST:

**NORTH BOULEVARD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

MINUTES OF MEETING
NORTH BOULEVARD
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the North Boulevard Community Development District was held Wednesday, August 3, 2022 at 10:30 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida and by Zoom.

Present and constituting a quorum were:

Adam Rhinehart
Matthew Cassidy
Lindsay Rhoden

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Tricia Adams
Meredith Hammock
Molly Banfield
Jarret Wright

District Manager
District Counsel
District Engineer
Field Services

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll. There were three Board members in attendance and a quorum was established.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams stated there were no members of the public in attendance nor were there any members of the public on Zoom.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Justin Frye

Ms. Adams stated a resignation letter was received from Mr. Frye and asked if the Board wanted to accept it.

On MOTION by Mr. Rhinehart, seconded by Mr. Cassidy, with all in favor, Accepting the Resignation of Justin Frye, was approved.

B. Appointment of Individual to Fulfill Board Vacancy

Ms. Adams stated this term will expire in November 2025. She asked if the Board would like to make an appointment. She noted that a Chairman and officers would need to be appointed. The Board deferred the appointment to fulfill the vacancy.

C. Administration of Oath of Office to Newly Appointed Board Member

This item was deferred.

D. Consideration of Resolution 2022-08 Electing Officers

Ms. Adams reviewed the current Board officers with Mr. Rhinehart as Vice Chairman, and remaining Board members serving as Assistant Secretaries as well as GMS staff. Ms. Rhoden nominated Mr. Adam Rhinehart as Chairman. Mr. Rhinehart nominated Ms. Rhoden as Vice Chairperson.

On MOTION by Mr. Rhoden, seconded by Mr. Rhinehart, with all in favor, Resolution 2022-08 Election of Officers with Mr. Adam Rhinehart as Chair and Ms. Rhoden as Vice Chair and the Remaining Members as Assistant Secretaries, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 4, 2022 Board of Supervisors Meeting

Ms. Adams presented the minutes from the May 4, 2022 Board of Supervisor’s meeting. She noted the minutes had been reviewed by District Counsel and staff. She asked for any changes or corrections. Hearing none, there was a motion of approval.

On MOTION by Ms. Rhoden, seconded by Mr. Cassidy, with all in favor, the Minutes of the May 4, 2022 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Public Hearings

Ms. Adams asked for a motion to open the public hearings.

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

A. Fiscal Year 2023 Budget

Ms. Adams stated the budget was included in the agenda packet for review.

i. Public Comment

Ms. Adams confirmed there were no members of the public present or on Zoom for comments.

ii. Consideration of Resolution 2022-09 Adopting the Fiscal Year 2023 Budget and Relating to the Annual Appropriations

Ms. Adams provided an overview of the budget and noted all assessments from the tax roll were on roll and they anticipated \$332,645.00 in revenue for 2023. She added they were recognizing a small amount of surplus funds as a carry forward to balance. She noted a \$3,000 increase in the operating section. The field expenditures have an anticipated increase from \$142,769 to a proposed of \$147,281 for landscaping maintenance, enhancements, and replacements. Amenity expenditures includes the interlocal agreement with Holly Hill Road East. This expense is proposed at \$73,823. Security services increase is anticipated. The transfer out from the Capital Reserve fund is for \$10,000. The net assessment and gross per unit assessment is anticipated to remain the same. The gross per unit for the 389 parcels is \$919.49 which includes the early payment discount and the deeds collected by the county. The debt service outlines the payments due based on the amortization schedules that are attached to each bond series.

On MOTION by Mr. Rhinehart, seconded by Mr. Cassidy, with all in favor, Resolution 2022-09 Adopting the Fiscal Year 2023 Budget and Relating to the Annual Appropriations, was approved.

iii. Consideration of Resolution 2022-10 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams stated this Resolution funds the budget with assessments on the property tax bill.

On MOTION by Ms. Rhoden, seconded by Mr. Rhinehart, with all in favor, Resolution 2022-10 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

B. Parking Rules

i. Public Comments Regarding Proposed Parking Rules

Ms. Adams stated this hearing is open and noted this is for administrative changes to parking rules.

ii. Consideration of Resolution 2022-11 Adopting Rules Relating to Parking Enforcement

Ms. Adams stated a copy of the administrative parking rules is attached to the resolution. This was proposed to further define the definition for overnight parking and clarifying language needed to give clarity to towing service providers and residents. This clarifies overnight parking between 10:00 p.m. and 6:00 a.m. She noted there are no audience in attendance to provide comments.

On MOTION by Mr. Rhinehart, seconded by Mr. Cassidy, with all in favor, Resolution 2022-11 Adopting Rules Relating to Parking Enforcement, was approved.

Ms. Adams asked for a motion to close the hearing.

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

SIXTH ORDER OF BUSINESS

Ratification of Proposal from Creative Association Services, Inc.

Ms. Adams stated there was a failure with the irrigation well and the management worked with the Vice Chair to approve this proposal to move forward with the work. The proposal from Creative Association Services, Inc included in the packet was not correct, and this item will be deferred to a future agenda for ratification.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-12
Approving the Fiscal Year 2023 Meeting
Schedule**

Ms. Adams stated a copy of the meeting schedule in the agenda packet but will need to be amended to start October 20, 2022 and include September 21, 2023. She suggested the Board meets the 3rd Thursday of each month at 10:30 a.m. in the same location.

On MOTION by Mr. Rhinehart, seconded by Mr. Cassidy, with all in favor, Resolution 2022-12 Approving the Fiscal Year 2023 Meeting Schedule, was approved as amended.

EIGHTH ORDER OF BUSINESS

**Review and Acceptance of Fiscal Year
2021 Audit Report**

Ms. Adams presented the audit report by Grau and Associates in printed form. There were no findings and the audit was in compliance with Florida statutes. She added it is considered a clean audit. The report has been filed.

On MOTION by Mr. Rhinehart, seconded by Ms. Rhoden, with all in favor, the Fiscal Year 2021 Audit Report, was accepted.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hammock had nothing further to report.

B. Engineer

Mr. Banfield stated she had nothing further to report.

C. Field Manager's Report

Mr. Wright presented the Field Report to include updates on site reviews and monitoring of mowing. He included the playground inspections were completed, bushhogging completed, vendor for sod enhancements backed out and they are looking for another vendor, and other cleaning updates.

D. District Manager’s Report

i. Approval of Check Register

Ms. Adams presented the check register for April 1, 2022 through May 31, 2022 noting that it totaled \$79,818.76.

On MOTION by Mr. Rhinehart, seconded by Mr. Cassidy, with all in favor, the Check Register totaling \$79,818.76, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams noted details are included in the agenda packet. She noted the unassigned balance is \$211,952. No Board action is required.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

Ms. Adams adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

Creative Association Services, Inc.

346 East Central Avenue
Winter Haven, FL 33880

Estimate

Date	Estimate #
7/1/2022	6343P

Name / Address
North Boulevard CDD 12051 Corporate Blvd. Orlando, FL 32817

			Project
Description	Qty	Cost	Total
Remove existing 119-gal tank and install new 119-gal tank (tank should be under manufacturer's warranty but labor for install is not since we did not initially install the existing tank)		165.00	165.00
5hp Submersible Pump 77gpm Liquid End, installed: Includes pump hoist setup and labor to pull existing pump and install new liquid end.		3,080.00	3,080.00
		Total	\$3,245.00

Customer Signature _____

SECTION VI



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

October 6, 2022

Board of Supervisors
North Boulevard Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide North Boulevard Community Development District, City of Haines City, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of North Boulevard Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$4,700 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2022 must be provided to us no later than January 1, 2023, in order for us to complete the engagement by April 15, 2023.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by April 1, 2023 for the District's review, and a final draft audit report by April 15, 2023 for the District's review and approval.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to North Boulevard Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of North Boulevard Community Development District.

By: Adam Rhinehart

Title: Chair

Date: 10/14/2022 | 5:56 AM PDT



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SECTION VII

LICENSE AGREEMENT BY AND BETWEEN NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT AND NORTHRIDGE RESERVE HOMEOWNERS ASSOCIATION, INC., REGARDING THE USE OF CERTAIN DISTRICT PROPERTY

THIS NON-EXCLUSIVE, REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT (“License Agreement”) is made and entered into this 30th day of November, 2022, by and between:

NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and

NORTHRIDGE RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, with a mailing address of c/o Beacon Community Management, 9100 Conroy Windermere Road, Suite 200, Windermere, Florida 34786 (“**Licensee**” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and maintains certain property designated as a recreational open space (“**Tract D**”), as shown on **Exhibit A**, attached hereto and incorporated herein by reference (altogether, “**License Area**”); and

WHEREAS, Licensee approached the District and desires to make use of the License Area for hosting an outdoor holiday movie gathering for District residents and their guests on December 18, 2022 (“**Event**”); and

WHEREAS, the District is willing to allow the Licensee and its volunteers to make use of the License Area for the Event provided that such use does not impede the District’s operation of the License Area as a public improvement and so long as the terms and conditions set forth herein are met; and

WHEREAS, the District has determined that providing the Licensee with the ability to use the License Area is a benefit to the District, is a proper public purpose, and makes appropriate use of the District’s public facilities; and

WHEREAS, the District does not warrant that the License Area is suitable or fit for purposes requested by Licensee, but Licensee does believe it to be fit and suitable for Licensee’s Event and Licensee acknowledges and understands that the District provides no warranties whatsoever; and

WHEREAS, the District and the Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this License 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:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive, revocable to use the License Area for the Event (“**License**”). In consideration for use of the License Area, Licensee agrees to the following conditions:

- A.** Licensee’s access is limited to the License Area as set forth in **Exhibit A**. No other use of or access to the District’s property is permitted. The District does not and cannot confer rights or interests in property outside of the License Area and makes no representations regarding the same. Licensee is solely responsible for obtaining consents and/or permits and meeting all regulatory requirements to utilize non-District property.
- B.** Licensee’s access is limited to the Event taking place on December 18, 2022, which includes set-up and take-down.
- C.** The Parties acknowledge that weather conditions may affect the use of the License Area at any given time. The District shall have the right, but not the obligation, to temporarily close the License Area on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the License Area. Licensee shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.
- D.** Licensee’s use of the License Area shall be contemporaneous with the use of the License Area by Patrons of the District (as that term is defined in the District’s adopted Amenity Facilities Policies and Rates), and Licensee’s use shall not interfere with the operation of the License Area as a public improvement.
- E.** Proper non-permanent signage regarding parking and other information may be used during the term of this License only. Said property shall be restored to the same or better condition after completion of the Event.
- F.** Licensee shall be solely responsible for all preparations necessary for the Event to be held on the License Area. The District and the Licensee agree that all

food, beverages, entertainment, security, parking, traffic control, crowd control, capacity determinations and personnel necessary for the Event shall be the sole responsibility of Licensee. Licensee understands and agrees that serving or selling of alcoholic beverages during the Event is strictly prohibited.

G. Licensee's use of the License Area shall be subject to the policies and regulations of the District, including but not limited to the Amenity Facilities Policies and Rates, and Licensee acknowledges receipt of all such policies and rules. All promotional materials shall make clear that it is not a District sponsored or affiliated event.

H. Licensee agrees to make every reasonable effort to ensure that District property, including the License Area, is not damaged or injured and agrees to assume full responsibility for the use of the License Area by its vendors, contractors, employees, agents, representatives, invitees or attendees during the preparations for, the conducting of, and the cleaning after the Event.

i. **Repair.** Licensee agrees to maintain, restore, and repair, or cause to be maintained, restored or repaired, any District property which is damaged, destroyed, or otherwise impaired by Licensee's employees, vendors, contractors, agents, representatives, invitees or attendees, incurred during, or as a result of, the preparations for, the conduct of, or the cleaning after the Event.

ii. **Cleaning.** Licensee shall be responsible for the costs to clean up the License Area and adjacent District property, including but not limited to proper disposal of trash/debris. Licensee agrees to return the License Area to its pre-Event condition immediately following the Event, but in no event later than 12:00 p.m. on the immediately succeeding day. Any unattended property or personal belongings may be removed by District staff, with no liability for removing the same, if the same is not removed within twenty-four (24) hours following the Event.

iii. **District Evaluation.** The District Manager, or his or her designee, may evaluate the License Area after the Event and shall notify Licensee of any cleaning, repair or other restoration deemed necessary as a result of, or arising out of, the event or due to failure by Licensee to comply with the provisions of this Agreement. If Licensee fails, after the notification, to timely perform such cleaning, repair or other restoration to the satisfaction of the District, the District Manager, or his or her designee, may perform, or cause to be performed, such cleaning, repair or other restoration to be made at Licensee's cost, and such cost incurred by the District shall

be reimbursed by Licensee upon demand by the District Manager. Such reimbursement shall be made as soon as possible, but in no even later than fourteen (14) days after the District Manager submits the reimbursement for costs.

3. EVENT INSURANCE. Licensee agrees to obtain and maintain commercial general liability insurance (“**Event Insurance**”) for use of the License Area during the Event. The Event Insurance shall, at minimum, provide one million dollars (\$1,000,000) in commercial general liability coverage for each occurrence and shall name the District and its supervisors, officers, employees, agents, and representatives as additional insureds. Licensee agrees to furnish a certificate to the District showing compliance with this Section prior to the Event. Licensee understands and agrees that failure to provide a certificate of Event Insurance as required by this Section may cause the District to cancel the event, without prior notice.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District.

5. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Licensee agrees to follow all Federal, State, County, City and District rules, policies and regulations when holding the Event and assumes all liability for any fines, notices, or violations the District receives as a result of the Event. This includes acquiring all the proper permits and documentation for the Event and complying with any relevant statutes, rules, ordinances, regulations or other laws.

6. INDEMNIFICATION.

A. Licensee agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of or related to the Event, including but not limited to intentional act or negligence of Licensee, its employees, vendors, contractors, guests, participants or agents, and/or as a result of Licensee’s breach of any of its obligations under this Agreement. Provided, however, this indemnity excludes any claims or cause of action arising from or related to the District’s gross negligence or willful misconduct. Licensee further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of

allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

- B. Obligations under this License Agreement shall include, but are not limited to, all costs including the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and other related expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interests accrued against the District.
- C. In the event that the District is required to enforce this License Agreement by court proceedings or otherwise, then the District shall be entitled to recover from Licensee all costs incurred, including reasonable attorneys' fees.

7. ENFORCEMENT OF LICENSE AGREEMENT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Licensee's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than one hundred dollars (\$100).

8. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **GMS Central Florida LLC** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Licensee, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, OR 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

9. CONTROLLING LAW; VENUE; REMEDIES. This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

10. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this License Agreement shall not affect the validity or enforceability of the remaining portions of this License Agreement, or any part of this License Agreement not held to be invalid or unenforceable.

11. NO TRANSFER OR ASSIGNMENT. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License without such prior written consent shall be void.

12. ENTIRE AGREEMENT. This is the entire License Agreement of the Parties, and it may not be amended except in writing signed by both Parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the License Area for the December 18, 2022, Event.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties execute this License Agreement the day and year first written above.

**NORTH BOULEVARD COMMUNITY
DEVELOPMENT DISTRICT**

Adam Klinehart

Chairperson, Board of Supervisors

**NORTHRIDGE RESERVE HOMEOWNERS
ASSOCIATION, INC.**

Ron Orenstein

By: Ron Orenstein

Its: Vice President

Exhibit A: License Area

EXHIBIT A
License Area



SECTION VIII

CONTRACT AGREEMENT

This Agreement made and entered into on Tuesday, December 6, 2022 by and between the North Boulevard Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2023 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the North Boulevard Community Development District.
3. The term of this Agreement shall commence on January 1, 2023 or the date signed below, whichever is later, and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2023 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 14, 2023**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 15, 2023**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2023 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2023 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 15, 2023** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

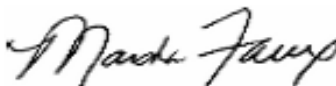
Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION IX



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

2023 Data Sharing and Usage Agreement

NORTH BOULEVARD CDD

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the **NORTH BOULEVARD CDD**, hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in FTP data files. In addition, the Polk County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

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

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

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on **January 1, 2023** and shall run until **December 31, 2023**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

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

POLK COUNTY PROPERTY APPRAISER

NORTH BOULEVARD CDD

Signature: 

Signature: _____

Print: Marsha M. Faux CFA, ASA

Print: _____

Title: Polk County Property Appraiser

Title: _____

Date: December 1, 2022

Date: _____

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

SECTION X



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

Date: Oct 12, 2022

SUBMITTED TO:

GMS Services
135 W. Central Blvd
Orlando, FL 32801
Clayton Smith
Phone: 941-744-4113
Email: cs@gmservices.com

Job Name / Location:

North Boulevard CDD
Northridge Reserve/Northridge Estates

Once time mulch install

	Qty	Unit	Unit Cost	TOTAL
Mini Pine bark mulch	190	Cy	\$52.00	\$9,880.00
				\$0.00
				\$9,880.00

The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc. required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc.

Submitted by: James Smith

Date Submitted: Oct 12, 2022

Accepted by:

Date Accepted: _____

SECTION XI

SECTION XII

*This item will be provided under
separate cover*

SECTION XIII



DELIVERABLE SERVICES AGREEMENT SCHEDULE 1

BY AND BETWEEN

North Boulevard CDD, 219 E. Livingston St, Orlando, FL 32801 AND Poop Bandit LLC

Description of Services to be performed by Service Provider:

- As requested, (weekly) Poop Bandit will empty the pet stations (2) and refill the disposal bags for dog walkers. We will also service trash cans in the community (1).
- All dog waste collected will be double-bagged according to EPA standards for pet waste collection
- Poop Bandit will manage inventory, replenish, and invoice for dog waste station dispenser bags as needed

Costs:

- The pet stations will be serviced at a cost of **\$45.00** each per month. Dispenser bags will be replaced on an as-needed basis at a cost of \$8.75 for 200 bags per box. (Pet station trash can liner included; poop dispenser bags will be a separate charge)
- The trash cans will be serviced at a cost of **\$50.00** each per month
- Monthly service cost is **\$140.00**

The quotations are for a **twelve-month** period and will not change for duration of agreement unless agreed to by both parties.

Extra Value-Added Services:

The Dog Waste Station Service Includes:

- Emptying dog waste stations on a weekly basis
- Removing all waste within a six-foot radius of waste stations
- Restocking the dog poop bag dispensers each week as needed (poop dispenser bags have a separate charged and will be invoice monthly)
- Maintaining an inventory of all supplies including poop dispenser baggie refills
- Ensuring that all stations are in good working order at all times

Additional Waste Station Services:

- Installation (separate cost as needed)
- Lubricating the locks
- Tightening hardware
- Performing repairs as necessary (separate cost if parts are need for repair)

North Boulevard CDD will be invoiced on the 1st of every month:

Payment Terms: Net 15

Payment Due Date: 15th of each month

Payment Method: Check

GENERAL SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into as of January 1st, 2023, by and between ***North Boulevard CDD***, ("the Company") and, Poop Bandit LLC located at 16227 Wind View Ln., Winter Garden, FL 34787, (the "Service Provider"). This agreement is for 12 months of service outlined herein:

WHEREAS, Service Provider independently engages in the business of dog waste and trash removal, and thus providing weekly services.

WHEREAS, the Company desires to hire the Service Provider to perform those services as described herein, and as such, the Service Provider does herein desire to provide such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises established and set forth herein, the Company and Service Provider hereby acknowledge and agree as follows:

SERVICE PROVIDER DUTIES & RESPONSIBILITIES

Services: It shall be agreed upon, that during the term of this Agreement the Service Provider shall provide the services ("Services") that are described within the attached Schedule 1 (the "Schedules") and on any such additional consecutively numbered supplementary schedules, as which may be executed at any time by both parties to this Agreement. Each attached, or subsequently attached Schedule shall contain a description of the deliverables required to be provided by the Service Provider (collectively "Deliverables"), a description of any completion deadlines that pertain to the Deliverables and a description of the corresponding payment terms, including any partial payments for completion of designated milestones comprising each Deliverable.

Service Provider's Control Over Services Provided: The Service Provider shall retain the unqualified right of control over the means, manner and methods by which their Services are rendered and performed, and the right to perform those Services at the location(s) and time(s) that the Service Provider independently determines and sets forth. The Service Provider shall be responsible for providing all equipment, materials and supplies that the Service Provider determines shall be required to timely provide those Services which have been requested by the Service Recipient.

Compliance with Applicable Law: The Service Provider shall be responsible for complying with any and all applicable federal, state and local laws, rules, ordinances, regulations, and/or codes that pertain to the performance of the Services requested and provided. The Service Provider's failure to comply with the responsibilities and duties described in this Paragraph shall constitute a material breach of the Agreement.

Insurance: The Service Provider agrees to secure and maintain, at the Service Providers sole cost and expense, Worker's Compensation Coverage where required by law and General Liability Insurance, as required by the Company.

Permits and Licenses: The Service Provider shall be responsible for acquiring and maintaining, during the term of this Agreement, any and all permits, licenses and authorizations, if applicable, required to conduct the Service Provider's business and to perform the Services requested. The Service Provider's failure to comply with the responsibilities and duties herein shall constitute a material breach of this Agreement.

DUTIES IMPOSED ON THE COMPANY

Fees: The Service Provider's entire compensation for the performance of the Services provided hereunder shall be set forth in specific detail contained within the Schedule that corresponds to the specific Services provided and shall be payable solely by the Company.

Form 1099 Compliance: The Company shall report the amounts it pays the Service Provider on IRS Form 1099, to the extent so required under the Internal Revenue Code.

INDEPENDENT CONTRACTOR RELATIONSHIP

For all intent and purposes, including, but not limited to the Federal Insurance Contributions Act ("FICA"), The Self Employment Contributions Act ("SECA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Internal Revenue Code and any and all other federal, state and local laws, rules and regulations, each party hereto, including its officers, agents and employees, shall be at all times an independent contractor relative to the other party. Nothing in this Agreement shall be construed to make or render either party, including any of its officers, agents or employees, an agent, servant or employee of, or a joint venture of with the other.

TERMS AND TERMINATION

Automatic Renewal: The parties agree that at the expiry of the Initial Term or any subsequent renewed term, this Agreement shall be renewed for a further term of 12 months on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other parties of its intent not to renew the Agreement at least 60 Days before the expiry of the Initial Term or any subsequent renewed term.

Breach/Cause for Termination: This Agreement may be terminated at any time by either party should a material breach by the other party remain uncured thirty (30) days after submission of written notice being provided of the breach thereof, or a shorter period of time as may be specified within this Agreement or within the applicable Schedule provided to the Service Provider by the Company.

INDEMNIFICATION

Both parties shall guarantee, guard against and hold harmless the other party, any current or former employees, shareholders, partners or any ownership interest and agents from and/or against any alleged claim, including, but not limited to third-party claims, demands, loss, damages and or expense, including any legal or attorney fees that may be in relation to:

- a) any negligence, recklessness or any willful misconduct of the indemnifying party or any other party under the direction or control of the indemnifying party;
- b) any material breach of this Agreement by the indemnifying party, or
- c) any damage, loss or destruction relating to any property of the indemnifying party or their client or clients, injury or death to any individuals that may result from the actions or inactions of any employee, agent or subcontractor of the indemnifying party as such damage may arise out of or is in the course of fulfilling their obligations under and with relation to this Agreement, and to the extent that such damage may be due to any negligence, unlawful conduct, omission or default of the indemnifying party, their employees, agents or subcontractors.

Full and Complete Agreement: This Agreement has set forth the full and complete agreement and shall supersede any and all prior agreements between the parties concerning all aspects of the subject matter herein contained. The Agreement may not and shall not be amended except by way of a written instrument that must be signed by both parties named hereto.

ARBITRATION AND DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended, and shall be governed by the laws of the State of Florida. The Federal Arbitration Act shall govern the interpretation and enforcement of this paragraph. The fees associated with the arbitrator shall be shared equally by both parties. The parties agree that this paragraph shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting pursuant with due and proper authority, have executed this Agreement as of the aforementioned Effective Date.

Company Representative

Poop Bandit LLC

Print Name & Title

Print Name & Title

Date: _____

Date: _____

SECTION XIV

SECTION C

North Boulevard CDD Field Management Report



1/19/2022

Marshall Tindall
Field Services Manager
GMS

Complete

Hurricane Review

- ✚ Post storm reviews were completed.
- ✚ Main damage was to vinyl perimeter fence.
- ✚ Stop sign was knocked down and was put back up.



Complete

Landscaping

- ✚ Landscape maintenance is ok.
- ✚ Weeds in beds were sprayed at the end of the month and will be monitored.
- ✚ Suckers were touched up on trees.
- ✚ A mulch proposal has been prepared for the entrances and perimeter wall
- ✚ Renewal ready for waste vendor – PoopBandit.



Complete

General Repairs and Maintenance

- Ants were treated around playgrounds.
- Playgrounds were pressure washed to remove mold.
- Drain washout was repacked and sodded along MES; Northeast corner of Taft Dr.



Complete

Site Items

- ✚ Coordinated with city to repair sidewalk damage at the corner of North Blvd and Holly Hill Rd.
- ✚ Damaged Electrical box was repaired by Duke by Hoover entrance Sign.
- ✚ Normal increase in gopher activity has started with the cooler/dryer weather.



Complete

Sod Installation

✚ Sod installation was completed as approved.



Complete

Hurricane Repairs and Cleanup

- ✚ Fence is being repaired in stages:
- ✚ Fence materials that were able to be reinstalled were collected and completed.
- ✚ Stage 2 repairs were completed addressing the replacement of parts and sections that were damaged.



In Progress

Well and irrigation

- ✚ Wells have been having issue.
- ✚ Working with landscaper and well vendors to resolve asap.
- ✚ Stuck irrigation zone at corner of North Blvd and Holly Hill was fixed.



Storm inlet repairs

- ✚ Damaged overflow structure reviewed.
- ✚ Gathering proposal for repair for consideration.



Upcoming

Wall Cleaning

- ✚ Review of perimeter walls for cleaning.



Conclusion

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

Respectfully,

Marshall Tindall

SECTION D

SECTION 1

North Boulevard Community Development District

Summary of Check Register

October 01, 2022 through November 30, 2022

Bank	Date	Check No.'s		Amount
General Fund				
	10/14/22	189-197	\$	23,608.06
	10/21/22	198-199	\$	562.99
	11/4/22	200	\$	1,541.15
	11/8/22	201	\$	138.70
	11/18/22	202-204	\$	9,403.14
			\$	35,254.04

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/14/22	00001	10/01/22 7414	202210 320-53800-46200	LANDSCAPE MAINT PH2 OCT22	*	2,797.00	
		10/01/22 7415	202210 320-53800-46200	LANDSCAPE MAINT PH1 OCT22	*	1,825.00	
							4,622.00 000189
CREATIVE ASSOCIATION SERVICES							
10/14/22	00029	9/19/22 2175145	202208 310-51300-31100	GENERAL ENGINEER AUG 22	*	110.00	
							110.00 000190
DEWBERRY ENGINEERING							
10/14/22	00025	9/30/22 7	202210 310-51300-49000	AMORT SCHED S17 11/1/22	*	100.00	
		9/30/22 7	202210 310-51300-49000	AMORT SCHED S19 11/1/22	*	100.00	
							200.00 000191
DISCLOSURE SERVICES LLC							
10/14/22	00016	9/20/22 17130	202210 310-51300-45000	GENERAL INSURANCE FY23	*	6,587.00	
		9/20/22 17130	202210 320-53800-45000	PROPERTY INSURANCE FY23	*	4,222.00	
							10,809.00 000192
EGIS INSURANCE ADVISORS							
10/14/22	00019	8/31/22 83	202208 320-53800-49000	GERERAL MAINT AUG 22	*	217.15	
		10/01/22 84	202210 310-51300-34000	MANAGEMENT FEES OCT 22	*	3,154.42	
		10/01/22 84	202210 310-51300-35200	WEBSITE ADMIN OCT 22	*	100.00	
		10/01/22 84	202210 310-51300-35100	INFORMATION TECH OCT 22	*	150.00	
		10/01/22 84	202210 310-51300-31300	DISSEMINATION SVC OCT 22	*	541.67	
		10/01/22 84	202210 310-51300-51000	OFFICE SUPPLIES OCT 22	*	.18	
		10/01/22 84	202210 310-51300-42000	POSTAGE OCT 22	*	3.42	
		10/01/22 85	202210 320-53800-12000	FIELD MANAGEMENT OCT 22	*	656.25	
							4,823.09 000193
GOVERNMENTAL MANAGEMENT SERVICES							
10/14/22	00036	10/04/22 4255	202209 310-51300-31500	GENERAL COUNSEL SEPT 22	*	357.00	
							357.00 000194
KE LAW GROUP, PLLC							
10/14/22	00027	10/13/22 10132022	202210 300-20700-10000	TSFR TAX RCPT S17	*	1,406.05	
							1,406.05 000195
NORTH BOULEVARD CDD							
NOBU NORTH BOULEVAR IARAUJO							

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/14/22	00028	10/13/22	10132022	202210	300	20700	10000		TSFR TAX RCPT S19	*	1,142.22		
									NORTH BOULEVARD CDD			1,142.22	000196
10/14/22	00039	10/01/22	NB2207	202210	330	57200	48201		PET WASTE OCT 22	*	138.70		
									POOP BANDIT			138.70	000197
10/21/22	00009	10/03/22	87271	202210	310	51300	54000		SPECIAL DISTRICT FEE FY23	*	175.00		
									DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00	000198
10/21/22	00034	9/30/22	00049242	202209	310	51300	48000		NOT FY23 DATES 9/21/22	*	387.99		
									CA FLORIDA HOLDINGS, LLC			387.99	000199
11/04/22	00019	9/30/22	86	202209	320	53800	48000		GENERAL MAINT SEPT 22	*	1,541.15		
									GOVERNMENTAL MANAGEMENT SERVICES			1,541.15	000200
11/08/22	00039	11/01/22	NB2208	202211	330	57200	48201		PET WASTE NOV 22	*	138.70		
									POOP BANDIT			138.70	000201
11/18/22	00029	5/23/22	2119625	202204	310	51300	31100		STORMWATER ANALYSIS APR22	*	3,155.00		
		6/15/22	2133616	202205	310	51300	31100		STORMWATER ANALYSIS MAY22	*	1,487.50		
									DEWBERRY ENGINEERING			4,642.50	000202
11/18/22	00019	11/01/22	87	202211	310	51300	34000		MANAGEMENT FEES NOV 22	*	3,154.42		
		11/01/22	87	202211	310	51300	35200		WEBSITE ADMIN NOV 22	*	100.00		
		11/01/22	87	202211	310	51300	35100		INFORMATION TECH NOV 22	*	150.00		
		11/01/22	87	202211	310	51300	31300		DISSEMINATION SVC NOV 22	*	541.67		
		11/01/22	87	202211	310	51300	51000		OFFICE SUPPLIES NOV 22	*	.39		
		11/01/22	87	202211	310	51300	42000		POSTAGE NOV 22	*	7.41		
		11/01/22	88	202211	320	53800	12000		FIELD MANAGEMENT NOV 22	*	656.25		
									GOVERNMENTAL MANAGEMENT SERVICES			4,610.14	000203

NOBU NORTH BOULEVAR IARAUJO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/18/22	00036	11/10/22 4759	202210 310-51300-31500	GENERAL COUNSEL OCT 22	*	150.50	
							150.50 000204

						TOTAL FOR BANK A	35,254.04
						TOTAL FOR REGISTER	35,254.04

NOBU NORTH BOULEVAR IARAUJO

SECTION 2

North Boulevard
Community Development District

Unaudited Financial Reporting
November 30, 2022



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North Boulevard
Community Development District
Combined Balance Sheet
November 30, 2022

	General Fund	Capital Reserve Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:					
Operating Account	\$ 155,840	\$ -	\$ -	\$ -	\$ 155,840
Due From General Fund		\$ -	\$ 5,406	\$ -	\$ 5,406
Deposits	\$ 960	\$ -	\$ -	\$ -	\$ 960
Investments:					
<u>Series 2017</u>					
Reserve	\$ -	\$ -	\$ 123,875	\$ -	\$ 123,875
Revenue	\$ -	\$ -	\$ 22,756	\$ -	\$ 22,756
Redemption	\$ -	\$ -	\$ 728	\$ -	\$ 728
Construction	\$ -	\$ -	\$ -	\$ 5,938	\$ 5,938
<u>Series 2019</u>					
Reserve	\$ -	\$ -	\$ 106,097	\$ -	\$ 106,097
Revenue	\$ -	\$ -	\$ 4,080	\$ -	\$ 4,080
Prepayment	\$ -	\$ -	\$ 7	\$ -	\$ 7
Construction	\$ -	\$ -	\$ -	\$ 615	\$ 615
Total Assets	\$ 156,800	\$ -	\$ 262,949	\$ 6,553	\$ 426,302
Liabilities:					
Accounts Payable	\$ 29,291	\$ -	\$ -	\$ -	\$ 29,291
Due to Other	\$ 23,750	\$ -	\$ -	\$ -	\$ 23,750
Due to Debt Service	\$ 5,406	\$ -	\$ -	\$ -	\$ 5,406
Total Liabilities	\$ 58,447	\$ -	\$ -	\$ -	\$ 58,447
Fund Balance:					
Assigned For:					
Debt Service - Series 2017	\$ -	\$ -	\$ 150,342	\$ -	\$ 150,342
Debt Service - Series 2019	\$ -	\$ -	\$ 112,607	\$ -	\$ 112,607
Restricted For:					
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Projects - Series 2017	\$ -	\$ -	\$ -	\$ 5,938.09	\$ 5,938
Capital Projects - Series 2019	\$ -	\$ -	\$ -	\$ 615	\$ 615
Unassigned	\$ 98,353	\$ -	\$ -	\$ -	\$ 98,353
Total Fund Balances	\$ 98,353	\$ -	\$ 262,949	\$ 6,553	\$ 367,856
Total Liabilities & Fund Balance	\$ 156,800	\$ -	\$ 262,949	\$ 6,553	\$ 426,302

North Boulevard

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 332,645	\$ 3,842	\$ 3,842	\$ -
Total Revenues	\$ 332,645	\$ 3,842	\$ 3,842	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 2,000	\$ -	\$ 2,000
Engineering Fees	\$ 10,000	\$ 1,667	\$ -	\$ 1,667
Dissemination Agent	\$ 6,500	\$ 1,083	\$ 1,083	\$ (0)
Attorney Fees	\$ 15,000	\$ 2,500	\$ 446	\$ 2,055
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Annual Audit	\$ 4,700	\$ -	\$ -	\$ -
Trustee Fees	\$ 7,780	\$ 3,717	\$ 3,717	\$ -
Management Fees	\$ 37,853	\$ 6,309	\$ 6,309	\$ (0)
Information Technology	\$ 1,800	\$ 300	\$ 300	\$ -
Website Maintenance	\$ 1,200	\$ 200	\$ 200	\$ -
Postage & Delivery	\$ 1,100	\$ 183	\$ 11	\$ 173
Telephone	\$ 50	\$ 8	\$ -	\$ 8
Printing & Binding	\$ 400	\$ 67	\$ -	\$ 67
Insurance	\$ 7,352	\$ 7,352	\$ 6,587	\$ 765
Legal Advertising	\$ 4,000	\$ 667	\$ -	\$ 667
Property Taxes	\$ 200	\$ 200	\$ -	\$ 200
Contingency	\$ 3,000	\$ 500	\$ 277	\$ 223
Office Supplies	\$ 100	\$ 17	\$ 1	\$ 16
Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 118,210	\$ 31,945	\$ 24,106	\$ 7,839

North Boulevard

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2022

	Adopted Budget	Prorated Budget Thru 11/30/22	Actual Thru 11/30/22	Variance
<i>Operation and Maintenance</i>				
Field Expenses				
Field Management	\$ 7,875	\$ 1,313	\$ 1,313	\$ -
Electric	\$ 7,300	\$ 1,217	\$ 996	\$ 220
Streetlights	\$ 23,000	\$ 3,833	\$ 3,881	\$ (48)
Property Insurance	\$ 4,606	\$ 4,606	\$ 4,222	\$ 384
Landscape Maintenance	\$ 61,500	\$ 10,250	\$ 9,244	\$ 1,006
Landscape Replacement & Enhancement	\$ 20,000	\$ 3,333	\$ -	\$ 3,333
Irrigation Repairs	\$ 3,000	\$ 500	\$ 3,345	\$ (2,845)
General Field Repairs & Maintenance	\$ 15,000	\$ 2,500	\$ 5,723	\$ (3,223)
Contingency	\$ 5,000	\$ 833	\$ -	\$ 833
Subtotal	\$ 147,281	\$ 28,385	\$ 28,723	\$ (338)
Amenity Expenses				
Inter-Governmental Expense	\$ 73,823	\$ -	\$ -	\$ -
Playground Lease	\$ 6,295	\$ 1,049	\$ 1,049	\$ -
Trash Collections	\$ 1,600	\$ 267	\$ 277	\$ (11)
Subtotal	\$ 81,718	\$ 1,316	\$ 1,327	\$ (11)
Total O&M Expenses:	\$ 228,999	\$ 29,701	\$ 30,050	\$ (349)
Total Expenditures	\$ 347,208	\$ 61,646	\$ 54,156	\$ 7,490
<i>Other Financing Sources/Uses:</i>				
Capital Reserve	\$ (10,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ (10,000)	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ (24,563)		\$ (50,313)	
Fund Balance - Beginning	\$ 24,563		\$ 148,667	
Fund Balance - Ending	\$ (0)		\$ 98,353	

North Boulevard

Community Development District

Debt Service Fund - Series 2017

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2022

	Adopted Budget	Prorated Budget Thru 11/30/22	Actual Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 258,211	\$ 2,983	\$ 2,983	\$ -
Interest	\$ -	\$ -	\$ 944	\$ 944
Total Revenues	\$ 258,211	\$ 2,983	\$ 3,926	\$ 944
Expenditures:				
Interest Expense 11/1	\$ 85,678	\$ 85,678	\$ 85,678	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Principal Expense - 5/1	\$ 75,000	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ 85,678	\$ -	\$ -	\$ -
Total Expenditures	\$ 246,356	\$ 85,678	\$ 90,678	\$ (5,000)
Excess Revenues (Expenditures)	\$ 11,855		\$ (86,752)	
Fund Balance - Beginning	\$ 111,681		\$ 237,094	
Fund Balance - Ending	\$ 123,535		\$ 150,342	

North Boulevard

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 209,762	\$ 2,423	\$ 2,423	\$ -
Interest	\$ -	\$ -	\$ 974	\$ 974
Total Revenues	\$ 209,762	\$ 2,423	\$ 3,397	\$ 974
Expenditures:				
Interest Expense 11/1	\$ 80,134	\$ 80,134	\$ 80,134	\$ -
Principal Expense 11/1	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Special Call 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Interest Expense 5/1	\$ 79,072	\$ -	\$ -	\$ -
Total Expenditures	\$ 209,206	\$ 130,134	\$ 135,134	\$ (5,000)
Excess Revenues (Expenditures)	\$ 556		\$ (131,738)	
Fund Balance - Beginning	\$ 142,089		\$ 244,345	
Fund Balance - Ending	\$ 142,645		\$ 112,607	

North Boulevard

Community Development District Capital Projects Fund - Series 2017

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2022

	Adopted Budget	Prorated Budget Thru 11/30/22	Actual Thru 11/30/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 24	\$ 24
Total Revenues	\$ -	\$ -	\$ 24	\$ 24
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 24	
Fund Balance - Beginning	\$ -		\$ 5,914	
Fund Balance - Ending	\$ -		\$ 5,938	

North Boulevard

Community Development District Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2022

	Adopted Budget	Prorated Budget Thru 11/30/22	Actual Thru 11/30/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 39	\$ 39
Total Revenues	\$ -	\$ -	\$ 39	\$ 39
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 39	
Fund Balance - Beginning	\$ -		\$ 577	
Fund Balance - Ending	\$ -		\$ 615	

North Boulevard

Community Development District

Capital Reserve Projects

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2022

	Adopted Budget	Prorated Budget Thru 11/30/22	Actual Thru 11/30/22	Variance
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources:				
Transfer In/(Out)	\$ 10,000	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 10,000	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 10,000		\$ -	
Fund Balance - Beginning	\$ 10,000		\$ -	
Fund Balance - Ending	\$ 20,000		\$ -	

North Boulevard
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 3,842	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,842
Total Revenues	\$ -	\$ 3,842	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,842
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination Agent	\$ 542	\$ 542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,083
District Counsel	\$ 151	\$ 295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 446
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ 3,717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,717
Management Fees	\$ 3,154	\$ 3,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,309
Information Technology	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Website Maintenance	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
Postage & Delivery	\$ 3	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 6,587	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,587
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 239	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277
Office Supplies	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Dues, Licenses & Fees	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 16,101	\$ 8,005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,106

North Boulevard
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operation and Maintenance</i>													
Field Expenses													
Field Management	\$ 656	\$ 656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,313
Electric	\$ 556	\$ 441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 996
Streetlights	\$ 1,918	\$ 1,963	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,881
Property Insurance	\$ 4,222	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,222
Landscape Maintenance	\$ 4,622	\$ 4,622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,244
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ 3,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,345
General Repairs & Maintenance	\$ 4,075	\$ 1,648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,723
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 16,049	\$ 12,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,723
Amenity Expenses													
Inter-Governmental Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ 525	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,049
Trash Collection	\$ 139	\$ 139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277
Subtotal	\$ 663	\$ 663	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,327
Total O&M Expenses:	\$ 16,712	\$ 13,338	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,050
Total Expenditures	\$ 32,813	\$ 21,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,156
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ (32,813)	\$ (17,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,313)

North Boulevard
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2023

Gross \$ 357,681.61 \$ 277,646.12 \$ 225,550.48 \$ 860,878.21
Net \$ 332,643.90 \$ 258,210.89 \$ 209,761.95 \$ 800,616.74

ON ROLL ASSESSMENTS

Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Property Appraiser	Net Receipts	O&M Portion	Debt Service Portions		Total
									2017 Debt Service Portion	2019 Debt Service Portion	
								41.55%	32.25%	26.20%	100.00%
11/10/22	10/21/22-10/21/22	\$3,211.83	(\$60.86)	(\$168.61)	\$0.00	\$0.00	\$2,982.36	\$1,239.12	\$961.86	\$781.38	\$2,982.36
11/30/22	Inv#4651934	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,608.78)	(\$8,608.78)	(\$3,576.82)	(\$2,776.46)	(\$2,255.50)	(\$8,608.78)
11/21/22	11/01/22-11/06/22	\$6,764.95	(\$129.89)	(\$270.60)	\$0.00	\$0.00	\$6,364.46	\$2,644.33	\$2,052.63	\$1,667.49	\$6,364.45
11/25/22	10/01/21-09/30/22	\$0.00	\$0.00	\$0.00	\$59.03	\$0.00	\$59.03	\$24.53	\$19.04	\$15.47	\$59.04
11/25/22	11/07/22-11/13/22	\$8,982.84	(\$172.47)	(\$359.32)	\$0.00	\$0.00	\$8,451.05	\$3,511.28	\$2,725.59	\$2,214.18	\$8,451.05
TOTAL		\$ 18,959.62	\$ (363.22)	\$ (798.53)	\$ 59.03	\$ (8,608.78)	\$ 9,248.12	\$ 3,842.44	\$ 2,982.66	\$ 2,423.02	\$ 9,248.12

1%	Net Percent Collected
\$ 791,368.62	Balance Remaining to Collect

SECTION 3

EXHIBIT C

FORMS OF REQUISITIONS

NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the North Boulevard Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as successor trustee (the "Trustee"), dated as of October 1, 2017 as supplemented by that certain Second Supplemental Trust Indenture dated as of January 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 104
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Stewart & Associates Property Services, Inc.
- (D) Amount Payable: \$34,810.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 11250 - Northridge Reserve & Northridge Estates Labor & Material
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

NORTH BOULEVARD COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Responsible Officer

Date: 9/20/22

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Series 2019 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

[Signature]
Consulting Engineer

Date: 9-12-22

104

Stewart & Assoc.

\$ 34,810.00

Northridge Reserve Estate Labor & materials

RECEIVED

By beberline at 2:50:31 PM, 8/29/2022



P.O. Box 116
Lutz, Fl. 33548-0116

Invoice

DATE	INVOICE NO.
8/29/2022	11250

APPROVED LANDSCAPE 401916

Greg Jones at 12:52:47 PM, 8/30/22

BILL TO

North Blvd. CDD
12051 Corporate Blvd.
Orlando, Florida 32817

SENT TO CDD

By jannis at 2:26:50 PM, 8/30/2022

RECORDED AT ESTATES

P.O. NO.	TERMS	PROJECT
	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Labor and Materials for Estimate #1171 (Work at Northridge Reserve & Northridge Estates)	1	34,810.00	34,810.00

Total **\$34,810.00**

Phone#	Fax#
813 948-6086	813 977-5615