

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 Thursday, February 16, 2023 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	Chairman
Lindsey Roden	Vice Chairperson

Also present were:

Tricia Adams	District Manager
Meredith Hammock	District Counsel
Molly Banfield <i>by phone</i>	District Engineer
Marshall Tindall	Field Manager
Emily Cassidy	Appointed as Assistant Secretary
Bobbie Henley	Appointed as Assistant Secretary

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll. There were two Board members in attendance.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams stated there were no members of the public in attendance and no members of the public joining via Zoom.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Matthew Cassidy

Ms. Adams stated that a resignation letter was received and accepted from Mr. Frye previously, which left a vacancy on the Board. She noted that subsequent to the acceptance of Mr.

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Frye's resignation, they received a resignation from Matthew Cassidy and Andrew Rhinehart as well, which left three vacancies. These vacancies were described as seat #5 with term expiring in November 2023, seat #1 with term expiring in November 2025, and seat #4 with term expiring in November 2023.

B. Appointment of Individual to Fulfill Board Vacancy

Ms. Adams asked if the Board would like to make appointments to fill the seat vacancies. Ms. Emily Cassidy was nominated to fill seat #1 vacancy with term expiring November 2025 and Ms. Bobbie Henley was nominated to fill seat #4 vacancy with term expiring November 2023. The third vacant seat #5 will be filled at a future meeting.

On MOTION by Mr. Adam Rhinehart, seconded by Ms. Roden, with all in favor, Accepting the Resignation of Matthew Cassidy and Andrew Rhinehart and Appointing Emily Cassidy to Seat #1 with Term Expiring November 2025 and Bobbie Henley to Seat #4 with term expiring November 2023 to Fulfill Board Vacancies, was approved.

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

The oath of office was administered to Emily Cassidy and Bobbie Henley. Ms. Adams welcomed the two newly appointed Board members. She noted that they both already served on other Districts and had likely already filed the Form 1F with the Polk County Supervisor of Elections office. She further explained that they would need to amend that to include North Boulevard and moving forward it was an annual filing that would be due in July of each year. She explained that their office would remind them if they found that their filing was not filed by the deadline because the state would impose a fine for late filings and that fine would go to Board members, not to the District. Ms. Hammock explained that as a Supervisor there were certain laws that applied to them. She briefly reviewed those laws with the newly appointed Board members.

D. Consideration of Resolution 2023-01

Ms. Adams reviewed the current Board officers as follows: Mr. Adam Rhinehart as Chairman, Ms. Lindsay Roden as Vice Chairman and the remaining Board members serving as Assistant Secretaries. Ms. Jill Burns serves as Secretary, Ms. Tricia Adams serves as Assistant Secretary, George Flint serves as Treasurer, and Katie Costa serves as Assistant Treasurer for the

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purpose of processing accounts payable in the District's records. She asked if the Board would like to consider the same slate of officers or would the Board like to consider making some changes. The Board decided to keep the same slate of officers in addition to the newly appointed Board members to serve as Assistant Secretaries.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, Resolution 2023-01 Election of Officers Keeping the Slate of Officers the Same in Addition to the Newly Appointed Board Members to Serve as Assistant Secretaries, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the August 3, 2022 Board of Supervisors Meeting

Ms. Adams presented the minutes from the August 3, 2022 Board of Supervisor's meeting. She asked for any comments or corrections. Ms. Roden noted that her name was spelled wrong. Ms. Adams responded that they would make that correction for Supervisor Roden's name.

On MOTION by Mr. Adam Rhinehart, seconded by Ms. Roden, with all in favor, the Minutes of the August 3, 2022 Board of Supervisors Meeting, were approved as amended.

FIFTH ORDER OF BUSINESS

Ratification of Proposal from CAS for Well Repairs

Ms. Adams presented the proposal from Creative Association Services, Inc. for well repairs. She explained that these well repairs were done in the summer months. She noted that because it was a time sensitive matter, in order to preserve the vegetation, their field management staff acquired a proposal and worked with the Chairman of the Board to gain approval for that. The Chairman did approve this, so they were just bringing it back to the Board to ratify and protect the actions of the Chairman.

On MOTION by Mr. Adam Rhinehart, seconded by Ms. Roden, with all in favor, the Proposal from CAS for Well Repairs, was ratified.

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SIXTH ORDER OF BUSINESS**Ratification of Fiscal Year 2022 Audit Engagement Letter**

Ms. Adams presented the audit engagement letter from Grau & Associates on page 23 of the agenda package. She noted that the fee was \$4,700 and was consistent with the multi-year agreement. She explained that the District entered into an agreement in 2020 for a multi-year audit agreement up through Fiscal Year 2024. She stated that the \$4,700 was consistent with the amount that the agreement states and was also consistent with the amount that was budgeted. In order to get the audit started, they sent this to the Chairman. The annual audits are required to be filed by June 30th each year, so this is a time sensitive project, and they only have a few months to get these audits done.

On MOTION by Mr. Adam Rhinehart, seconded by Ms. Roden, with all in favor, the Fiscal Year 2022 Audit Engagement Letter, was ratified.

SEVENTH ORDER OF BUSINESS**Ratification of HOA License Agreement for Holiday Party**

Ms. Adams presented this item stating that in the November/December timeframe of 2022, the District was contacted by the Homeowner's Association about an idea to put together a holiday event of an outdoor movie showing. She further explained that they identified a District parcel that was adjacent to the playground that they thought would be useful for this activity. They reached out to the Chairman, who approved the preparation and execution of a temporary License Agreement. The HOA did execute that agreement that had all of the protections for the District, all of the provisions for property protection, indemnification, etc. She noted that the agreement started on page 26 of the agenda package and the parcel diagram was located on page 33 of the agenda package for review.

On MOTION by Mr. Adam Rhinehart, seconded by Ms. Roden, with all in favor, the HOA License Agreement for Holiday Party, was ratified.

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EIGHTH ORDER OF BUSINESS**Ratification of Polk County Contract Agreement**

Ms. Adams presented the Polk County Contract Agreement stating that this was the agreement that allowed for them to put the CDD fees on the non-ad valorem section of the county tax bill. She explained that this was an advantage to the District. She noted that in order to get the agreement back to Polk County on time, she signed the agreement. She explained that this was an annual agreement that staff recommended each year, but they did need to re-sign and re-date this agreement each year based on Polk County's wishes. She noted that this was on page 35 of the agenda package for review.

On MOTION by Mr. Adam Rhinehart, seconded by Ms. Roden, with all in favor, the Polk County Contract Agreement, was ratified.

NINTH ORDER OF BUSINESS**Ratification of Polk County Data Sharing and Usage Agreement**

Ms. Adams presented the Polk County Data Sharing and Usage Agreement with the Board stating that it was on page 37 of the agenda package for review. She explained that in Florida, they had very broad public records laws and public records could be requested. She further explained that there were some exceptions to that and certain classifications of citizens such as judges, law enforcement personnel, etc. that could request that their records be exempt from public disclosure. This agreement says that the District would agree to keep those same records exempt for anyone who has that exemption with Polk County,

On MOTION by Ms. Roden, seconded by Mr. Adam Rhinehart, with all in favor, the Polk County Data Sharing and Usage Agreement, was ratified.

TENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Adams noted that they were going to be having some discussion with the attorney as it related to some of the items under the field manager's report. She stated that North Boulevard was one of the District's that was cited by Haines City as not being in compliance with landscape codes. Ms. Hammock noted that they had not received any correspondence from Haines City, and they had not come out yet to do the re-inspection, so the \$100 a day fine would not apply until

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they come out and re-inspect. She noted that from a legal perspective, they were still in remediation.

Ms. Hammock stated that another update she had was that their firm rebranded, and they were now Kilinski | Van Wyk PLLC. She explained that her email address had changed, and she didn't have the new business cards for them yet, but she would get those to them. She noted that she appreciated being able to continue to serve the District.

B. Engineer

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

C. Field Manager's Report

Mr. Tindall reviewed the field manager's report starting with the hurricane review. He noted that the fences were the primary point of damage in the community. He explained that their teams had replaced all the fences in stages. The first stage was to pick up everything and assess what was down so they could order the materials. He noted that materials were backlogged, suppliers were hard to get a hold of, and fence vendors were difficult to work with because they were so busy, but now everything had gone back up and the fences were reinstalled. He reviewed the landscaping noting a couple of issues with some trimming and irrigation with the well. He explained that they had reached out to a company to get a quote for the irrigation issue, and they would pursue the replacement and repair. He stated that the well would be less expensive to replace than the landscaping. He explained that they had a decent irrigation budget and some contingency in field. He asked Ms. Adams if they should ratify that as a move forward. Ms. Adams responded that if they didn't have any amount yet and the Board could just be aware of that situation and understand that they may need to confer with the Chairman as more information becomes available. She further noted that any actions taken outside of the meeting by the Chairman would be brought back to the meeting for Board review and ratification. She also stated that before they move on from the landscape service, she understood that he had a curative meeting this week and that there had been a lack of contract compliance. She further explained that they just wanted to make sure that the Board was aware of that and the actions that they were taking to get that corrected. Mr. Tindall explained that there was some discrepancy on what was included on the agreement for the tree trimming, for example. He noted that they had since discussed this with the landscaper, and they should be trimming and maintaining them now. He stated that the oak trees

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were still a point of contention, and they would come back and adjust the budget as needed to include a proposal for tree trimming to keep them better up to date. He hoped to see an improvement in the quality of the landscaping going forward and a more consistent landscaping maintenance program.

i. Consideration of Mulch Proposal from Prince & Sons

Mr. Tindall presented the mulch proposal from Prince & Sons to touch up the community mulch around the perimeter walls and at the entrances. He stated that it was \$9,880 and there should be money in the landscaping replacement budget to address that. Ms. Adams noted that this proposal was on page 51 of the agenda package for review. She reviewed the proposal stating that there was 190 cubic yards, and it was budgeted as part of their general fund field expenses. She noted that the appearance of the community would benefit from the installation of mulch. She explained that it was budgeted annually, and field services staff worked with the landscape service provider on the exact date. Mr. Tindall noted that sometimes they would service as needed and they usually focused on the entrances.

On MOTION by Mr. Adam Rhinehart, seconded by Ms. Henley, with all in favor, the Mulch Proposal from Prince & Sons for \$9,880, was approved.
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ii. Consideration of Poop Bandit Contract Renewal

Mr. Tindall presented the Poop Bandit Contract renewal stating that they were a new company that took over the garbage and dog stations last year. He noted that they did a very good job overall and there were no complaints. He explained that they had increased in price a little. Previously the cost was \$110 a month for the two waste stations and the garbage can and now it is \$140 a month. He explained that the waste bags had gone up and the price was in line with general inflation and the cost increases overall. He stated that they should have enough money in contingency to cover this. He recommended to continue with the Poop Bandit services. He concluded that it would be \$140 a month plus supplementary cost for the replacement of the waste bags. Ms. Adams noted that this was within the budget.

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On MOTION by Mr. Adam Rhinehart, seconded by Ms. Roden, with all in favor, the Poop Bandit Contract Renewal, was approved.

Ms. Adams asked Mr. Tindall if he had anything else to bring to the Board's attention from his field management report. Mr. Tindall noted that the sod that was approved previously was installed. He referred to a couple of photographs on page 45 of the agenda package for the Board's review. He stated that the sod looked good. He also noted a couple of punch list items that they went through, and the installer fixed. He noted the walls needed some touch up cleaning as well as discussions with some pressure washing vendors to get that taken care of. He stated that the playground was cleaned up and some bolts were tightened, and one was replaced. He also noted that they identified a loose cover on the electrical connections, and they contacted the electrical company to replace it as soon as possible as a safety issue. He stated that pocket gophers were back, and they were aware of the situation and were tracking it.

iii. Consideration of Prince & Sons Oak Tree Replacement and Oak Tree Watering Proposals

Ms. Adams noted that this may be the first time that some were aware of an issue that the District had with Haines City. She explained that Haines City code compliance did an inspection of the property, and they noted several areas that were not in compliance with Haines City landscape maintenance codes. She stated that the areas in particular were verge areas and was part of the District property because it was the District's right of way. She described that it was a vegetated area between the road and the residential property line. She noted that as part of the PUD that the city approved, it included that vegetated area with sod as well as a tree that was planted. She further noted that some of those trees failed to thrive. She explained that the District owned the property, but there were governing documents that the HOA enforced. These governing documents declare that the responsibility to maintain the area lies with the abutting residential property owner. She stated that most of the property owners were maintaining that to code, but there were some who had not been maintaining that to code.

Ms. Adams stated that when Haines City first brought this matter to their attention, their initial communication was with the HOA management firm and in this case, it was Beacon Community. She explained that Beacon Management asserted that they were in contact with the property owners, and they had asserted that they had sent out letters as early of the Fall of 2022 on

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this matter. She explained again that some of the property owners had not made the necessary corrections. Ultimately, the District was called to a special Magistrates hearing at Haines City. She stated that the reasoning was because the CDD owns the property, and the city did not have any mechanism to fine or to cite the responsible party, which in this case was the residents through the HOA. She further explained that they only had the ability to cite and fine the property owner, which was the District. District Counsel attended the special Magistrates hearing and provided documentation asserting an authoritative resource showing with plat dedications and with the governing documents that this was the residential property owner's responsibility. Haines City asserted that they didn't have any way to go after the responsible party and that they could only go after whomever owns the property, which was the District.

Ms. Adams explained that as a result of the Magistrates hearing, they sent out two strong letters: one in December and one in January from the District. This would give the residential property owners until February 15, 2023 to correct the matter. She stated that the reason that they wanted to have that corrected as soon as possible was because the city was taking the position that if it was not corrected by March 14, the District could be fined up to \$100 per day. As a result of that communication and because of the communication from the HOA also asserting the same message that they needed to replace these trees, some of the properties were corrected. She noted that Mr. Tindall did an inspection yesterday, which was the deadline that they imposed on residents to correct, and unfortunately not all the properties were corrected. Ms. Hammock stated that there were six identified in the initial notice. Mr. Tindall noted that currently only two residents had not taken any action. Ms. Adams stated that they recently reached out to Haines City code enforcement officer and asked him if he would do an informal inspection because some of the trees that had been planted by residents were not in kind. She noted that the CDD's interpretation of in kind would be an oak tree for an oak tree, but some residents planted other shrubs or other types of trees. She further explained that they wanted to get an opinion or at least an informal opinion on these trees planted by residents because the District was the entity that could be cited and they wanted to make sure that they would not be incurring any fines. After reaching out to Haines City code enforcement officer, they were taking the position that they would not do an inspection until March 14, 2023. She noted that she requested a telephone call to go over pictures for informal feedback with field management staff and District management staff.

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Ms. Adams stated that based on the publication date, they had four areas that were not in compliance. She noted that this was the information they had to get a proposal from Prince & Sons, who was the landscape service provider contracted by the District to take care of all the common areas. The proposal is for planting the tree. She explained that the irrigation controls for these landscaped verge areas were part of the residential lot. She further explained that they didn't have any legal right to step onto their property and control irrigation. She stated that they asked for hand watering, which they provided a price per week and unit cost. The proposal is \$300 per tree, gator bags are \$40 per tree, and mulch for \$10 per tree. In addition, in order to fill the bags twice a week, the unit cost for on-going watering was \$70 weekly and they recommended 8 weeks. Mr. Tindall stated that it would be about \$910 per tree if they do the gator bag, tree installation, and the watering maintenance twice a week for 8 weeks. Ms. Hammock stated that if the Board did approve these proposals, as part of that approval they could authorize her to work with the Chair and District staff to write and send demand letters to any resident for the total amount of cost the District incurs to remediate this on their behalf. She added that they would send those certified and it would be legal demand letters from the District counsel from their law firm. Ms. Roden asked if the residents didn't pay them, could they put a lien on their house. Ms. Adams responded that the District could not. Ms. Hammock also responded and said that the HOA could. Mr. Rhinehart asked if they could charge the HOA instead. Ms. Adams responded that they have had discussions with the HOA management company, Beacon, who was not yet in a legal position to be able to do that because it required setting up a fine committee, which they did not have in place. She also stated that the HOA did want to collaborate and if the District sent a legal letter, the HOA would likely be willing to co-sign on the letter from both entities. Ms. Hammock stated that to the fullest extent of the law, they would try to recoup any expenses that the District incurs as part of this process. Mr. Adam Rhinehart asked what kind of remedy the CDD had with the HOA if there was a dispute. Ms. Hammock responded that she would look into that issue and would come back with an answer. Mr. Adam Rhinehart stated that they needed to do everything that they could to stop the fines from happening.

Ms. Adams stated that in terms of the proposals that were presented to the Board, they had a per unit cost. She explained that based on their discussions with code compliance and the actual cite conditions, if the Board could approve the installation of the oak trees and the oak tree watering on a per unit bases, then they would work with the vendor to only utilize the services that were

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critically needed. Mr. Adam Rhinehart stated that he didn't want try to pinch pennies on a couple of weeks of water and then end up with a dead tree and have to do it all over again. Ms. Adams responded that Mr. Tindall was on the site weekly and would keep a very close eye on it. Ms. Roden asked if they could suggest an option of payment plan to help recoup that money. Ms. Hammock responded absolutely. Ms. Adams also responded that was a good suggestion.

On MOTION by Ms. Roden, seconded by Mr. Adam Rhinehart, with all in favor, the Prince & Sons Oak Tree Replacement and Oak Tree Watering Proposals, was approved.

D. District Manager's Report

i. Approval of Check Register

Ms. Adams presented the check register for October 1, 2022 through November 30, 2022 noting that it totaled \$72,731.29.

On MOTION by Ms. Roden, seconded by Mr. Adam Rhinehart, with all in favor, the Check Register totaling \$72,731.29, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams reviewed the balance sheet and income statement with the Board. No Board action is required.

iii. Ratification of Bond Requisition #104

Ms. Adams reviewed Bond Requisition #104 stating that it was for their Series 2019 bond. She noted that this requisition had been executed and processed. The total amount was \$34,810 payable to Stewart & Associates Property Services, Inc.

On MOTION by Mr. Adam Rhinehart, seconded by Ms. Roden, with all in favor, the Bond Requisition #104, was ratified.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

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TWELFTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

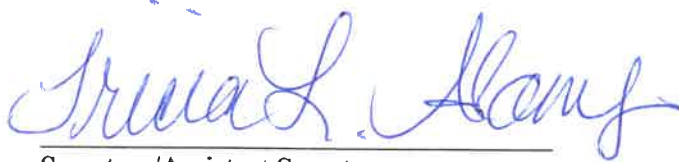
There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Ms. Adams adjourned the meeting.

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



Secretary/Assistant Secretary



Chairman/Vice Chairman