

*North Boulevard
Community Development District*

Agenda

January 16, 2024

AGENDA

North Boulevard

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 9, 2024

**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 16, 2024 at 11:30 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
3. Approval of Minutes of the October 17, 2023 Board of Supervisors Meeting
4. Ratification of Agreement for Holiday Event with HOA
5. Ratification of Update to Towing Agreement
6. Ratification of Data Sharing and Usage Agreement with Polk County Property Appraiser
7. Consideration of Stop Sign Installation at the Intersection of Taft and Jefferson
8. 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
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

Sincerely,

Tricia L. Adams

Tricia L. Adams,
District Manager

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 Thursday, **October 17, 2023** at 11:30 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida and by Zoom.

Present and constituting a quorum:

Adam Rhinehart
Lindsey Roden
Bobbie Henley
Emily Cassidy
Jessica Petrucci

Chairman
Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Tricia Adams
Roy Van Wyk
Marshall Tindall

District Manager, GMS
District Counsel, KVV Law
Field Services, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll. There were five Board members in attendance constituting a quorum.

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**Approval of Minutes of the August 17, 2023 Board of Supervisors Meeting**

Ms. Adams presented the minutes from the August 17, 2023 Board of Supervisor's meeting. The meeting minutes have been reviewed by District Counsel and District Management Staff. The Board had no changes, corrections, or comments on the minutes and Ms. Adams asked for a motion of approval.

On MOTION by Ms. Roden, seconded by Ms. Rhinehart, with all in favor, the Minutes of the August 17, 2023 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Dewberry Work Authorization for Fiscal Year 2024 Engineering Services**

Ms. Adams presented the work authorization with Dewberry. She stated that it is a standard form of agreement for general district engineering services. Because there were no representatives from Dewberry attending the meeting, Ms. Adams offered to answer any questions for the Board. Hearing none, she asked for a motion of approval.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Dewberry Work Authorization for Fiscal Year 2024 Engineering Services, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Fiscal Year 2023 Audit Engagement Letter from Grau & Associates**

Ms. Adams noted that the engagement letter for auditing services from Grau & Associates can be found in the agenda package. She added that the district is required to undergo an annual independent audit and the fee schedule could be found in the engagement letter on pages 18 and 19 totaling \$4,800. The amount is in accordance with the original agreement and within the budgeted amount. There being no discussion from the Board, there was a motion of approval.

On MOTION by Mr. Rhinehart, seconded by Ms. Henley, with all in favor, Fiscal Year 2023 Audit Engagement Letter from Grau & Associates, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2024-01
Amending the Fiscal Year 2023 Budget**

Ms. Adams stated that this resolution amends the Fiscal Year 2023 budget. Anytime there is a substantive change in the budget, Florida statutes require a budget amendment be presented to the Board for approval. This will be balanced out, so the revenues match the expenses. There will be in some cases that the amended budget and the actuals do not line up, but it is for the purposes of balancing the budget. District counsel offered to answer any questions the Board had regarding the resolution and the Board is required to act within 60-days of the end of the fiscal year.

On MOTION by Mr. Rhinehart, seconded by Ms. Henley, with all in favor, Resolution 204-01 Amending the Fiscal Year 2023 Budget, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of License Agreement with
Northridge Reserve HOA for Holiday
Lights – ADDED**

Ms. Adams stated that the Northridge Reserve HOA is requesting permission to install holiday lights at the Northridge entrance during the holiday season. Ms. Adams added that in situations like these in the past, they have suggested a license agreement that establishes that the property is owned by the District, and they are giving permission to the HOA to install and uninstall lights. The HOA is in charge of storing them when they are not in use and this standard form of agreement comes with protections for the District regarding indemnification. District counsel offered to answer any questions the Board may have on the item. There being none, there was a motion of approval.

On MOTION by Mr. Rhinehart, seconded by Ms. Roden, with all in favor, the License Agreement with Northridge Reserve HOA for Holiday Lights, was approved.

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

Mr. Van Wyk had nothing further for the Board and offered to answer any questions. There being no comments, the next item followed.

B. Engineer

There being no comments, the next item followed.

C. Field Manager's Report

Mr. Tindall presented the field manager's report which was provided in the agenda package. Completed items include:

- Landscaper has kept the District tracts clean and well maintained.
- Playground review was completed with no issues to report.
- Minor fence repairs have been completed due to summer storms.
- Perimeter walls and entrance signs were cleaned.

In progress items include:

- MES – 2-01 repair was completed by approved vendor.
- All drains noted in engineer's report were cleared sufficiently to ensure no obstructions.
- Energy damping protrusions were removed from the MES flumes as they were diverting water out and to the side of the flume.
- Final backfills and grading is being coordinated where needed.

D. District Manager's Report**i. Approval of Check Register**

Ms. Adams presented the check register to the Board from August 1st – September 30th totaling \$54,537.58.

On MOTION by Mr. Rhinehart, seconded by Ms. Petrucci with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

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

NINTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Adams adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 4

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 14 day of November, 2023, 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 16, 2023 (“**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 16, 2023, 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 16, 2023, 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**

DocuSigned by:

Adam Rhinehart

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Chairperson, Board of Supervisors

**NORTHRIDGE RESERVE HOMEOWNERS
ASSOCIATION, INC.**

DocuSigned by:

Jennifer Cashen

F06D63271DE6479...

By: Jennifer Cashen

Its: LCAM

Exhibit A: License Area

EXHIBIT A
License Area



SECTION 5

**SECOND AMENDMENT TO AGREEMENT BETWEEN S&S TOWING &
RECOVERY, LLC AND NORTH BOULEVARD COMMUNITY DEVELOPMENT
DISTRICT FOR TOWING SERVICES**

THIS SECOND AMENDMENT (“Amendment”) is made and entered into as of this 8⁰⁰ day of September 2023, 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

S&S TOWING & RECOVERY, LLC, a Florida limited liability company, with a principal address of 29300 U.S. 27, Dundee, Florida 33838 (“**Contractor**”).

RECITALS

WHEREAS, the District and Contractor previously entered into that certain *Agreement between North Boulevard Community Development District and S&S Towing & Recovery, LLC, for Towing Services*, dated January 20, 2021, as amended from time to time (together with amendments, the “**Agreement**”), which is incorporated herein by this reference; and

WHEREAS, pursuant to Section 9 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties; and

WHEREAS, the District and Contractor now desire to further amend the Agreement to revise Exhibit A to the Agreement to the District’s current *Rules Relating to Parking Enforcement* and to revise and include certain provisions to the Agreement; and

WHEREAS, the District and Contractor each represent that it has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Amendment.

2. AMENDMENTS. Pursuant to Section 9 of the Agreement, the District and Contractor agree to amend the Agreement in the following:

A. Exhibit A of the Agreement, “Parking Policies”, is hereby replaced with **Exhibit A** to this Amendment.

B. Contact information in Section 11, Notices, is amended as follows:

A. If to the District: North Boulevard Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

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

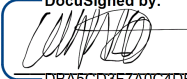
5. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

6. EFFECTIVE DATE. This Amendment shall have an effective date as of the day and year first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

**NORTH BOULEVARD COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

DBA5CD3F7A0C4DE
Chairperson, Board of Supervisors

S&S TOWING & RECOVERY, LLC


DocuSigned by:

228AC307E26C48B...
By: Rebecca Raymond
Its: Owner

Exhibit A: Parking Policies

Exhibit A

Parking Policies

[See following pages]

NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT
REVISED
RULES RELATING TO PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on August 17, 2023, at a duly noticed public meeting, the Board of Supervisors of the North Boulevard Community Development District (“District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property (the “Policy”). This Policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on Exhibit A attached hereto and incorporated herein by reference.

SECTION 2. DEFINITIONS.

- A.** *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B.** *Designated Parking Areas.* Areas which have been explicitly approved for parking by the District, including areas indicated by asphalt markings and areas designated on the map attached hereto as **Exhibit A**.
- C.** *Vehicle(s).* Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), and Recreational Vessel(s).
- D.** *Vessel(s).* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- E.** *Recreational Vehicle(s).* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- F.** *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- G.** *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action. **Any District property not designated as a designated parking area is a Tow Away Zone.**

SECTION 3. DESIGNATED PARKING AREAS. On street parking is only authorized on the odd numbered side of the street (as indicated by address numbers). On street parking is expressly prohibited on the even numbered side of the street (as indicated by address numbers).

The even numbered side of the street (as indicated by address numbers) and those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" for all Vehicles, including Commercial Vehicles, Vessels, Recreational Vehicles as set forth in Sections 4 and 5 herein ("**Tow Away Zone**"). On-street parking is expressly prohibited on District roadways except where indicated. **Any Vehicle parked on District property, including District roads, if any, must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways and property entrances.**

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. Each area set forth in **Exhibit A** attached hereto is hereby declared a Tow Away Zone. In addition, any Vehicle which is parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets within the District are hereby authorized to be towed.

SECTION 5. EXCEPTIONS.

- A. ON-STREET PARKING EXCEPTIONS.** Abandoned and/or broken down Vehicles are not permitted to be parked on-street at any time and are subject to towing at the owner's expense. Commercial Vehicles, Recreational Vehicles, and Vessels are not permitted to be parked on-street overnight and shall be subject to towing at owner's expense.
- B. VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company Vehicles in order to facilitate District business. All Vehicles so authorized must be identified by a written parking pass issued by the District Manager or his/her designee, which must be **clearly** displayed in the Vehicle windshield. **No verbal grants of authority will be issued or be held valid.**
- C. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery Vehicles, including but not limited to, U.P.S., Fed Ex, moving company Vehicles, and lawn maintenance vendors may park on District property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District property while carrying out official duties.

Any Vehicle parked on District property, including District roads, must do so in compliance with all laws, ordinances and codes.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was

not authorized to park under this rule in the Tow-Away Zone, and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in the Tow-Away Zone.

- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Commercial Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided, however, the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

SECTION 8. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES OR DESIGNATED PARKING AREAS. The Board in its sole discretion may amend these Rules Related to Parking Enforcement from time to time to designate new Tow-Away Zones as the District acquires additional common areas. Such designations of new Tow-Away Zones are subject to proper signage and notice prior to enforcement of these rules in such areas.

EXHIBIT A – *Tow Away Zone*

Effective date: August 17, 2023

EXHIBIT A – *Tow Away Zone*

NOT VALID WITHOUT SEAL

DENNIS L. WOOD, P.E. #17646 (FL)	DATE
This item has been electronically signed and sealed by Dennis L. Wood, State of Florida Professional Engineer, License No. 17646 using a SHA-1 authentication code and the SHA-1 authentication code must be verified on an electronic copy.	

NORTH BLVD
CDD
CITY OF HAINES CITY
POLK COUNTY, STATE OF FLORIDA

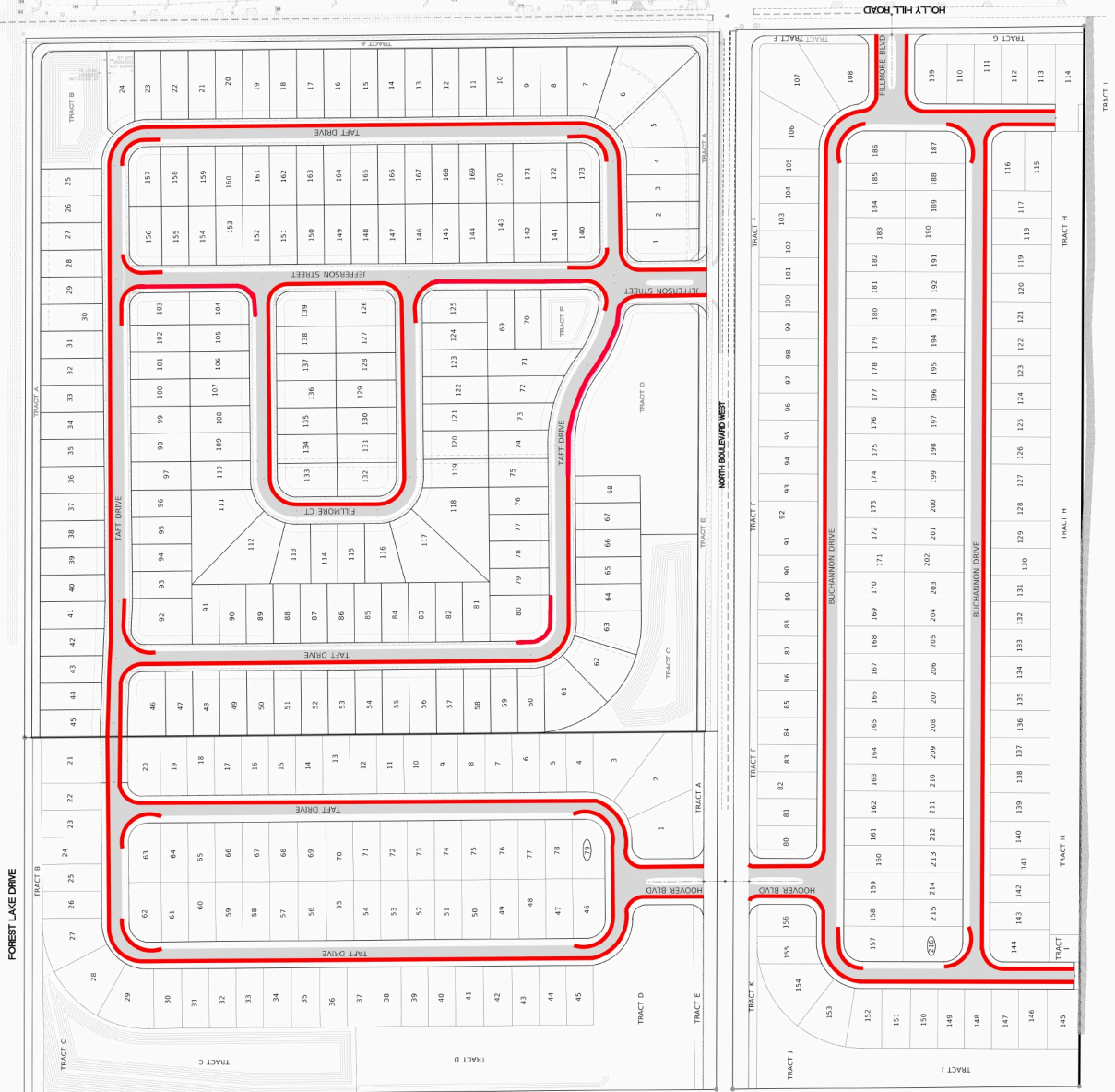


Dennis Wood Engineering
MAL: denniswoodengineering

OFFICE: (863) 940-2040
FAX: (863) 940-2044
CELL: (863) 662-0018
1925 BARTOW ROAD
LAKELAND, FL 33801
g@qgmail.com

LEGEND

TOW AWAY ZONE



SECTION 6



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

Revised 12/2023
 ADA Compliant

2024 Data Sharing and Usage Agreement

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

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

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

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

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

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

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

POLK COUNTY PROPERTY APPRAISER

Signature: Marsha Faux

Print: Marsha M. Faux CFA, ASA

Title: Polk County Property Appraiser

Date: December 1, 2023

Agency: North Boulevard Community Development District

Signature: Adam Rhinehart
DocuSigned by: D73ABA1E3AB64D4...

Print: Adam Rhinehart

Title: Chairman

Date: 12/14/2023

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

SECTION 7

From: Monica Virgen mvirgen@gmscfl.com
Subject: Fwd: Northridge Reserve HOA Request
Date: January 9, 2024 at 12:26 PM
To:

MV

----- Forwarded message -----

From: **Ron Orenstein** <rononrhoa@aol.com>

Date: Tue, Jan 2, 2024 at 10:58 PM

Subject: Northridge Reserve HOA Request

To: Tricia Adams <tadams@gmscfl.com>, Jose Martinez Neighbor <joseluismartinez.treasury@gmail.com>, Andres Romero <aromero.northridgereserves@gmail.com>, Jenn Cashen Beaton <jennifer.cashen@mybeaconmanagment.com>

Hello Trisha, I hope you had a nice holiday season and happy New Year's. The HOA board would like to know if it is possible to install the fourth stop sign at the corner of Taft and Jefferson at the first intersection when you enter the development. It has become a critical safety issue and only a matter of time until someone gets hurt or an accident occurs. Cars are entering the development and not yielding to pedestrians and speeding through. We believe a first good step is to add the fourth stop sign to make that intersection a four way stop which should have been done a long time ago actually. We have been getting many complaints about this issue. So can you please look into this as soon as possible we would appreciate it. Thanks in advance

Thanks, Ron Orenstein
VP NRR HOA

--

Tricia L. Adams
District Manager
Governmental Management Services - Central Florida, LLC
219 E Livingston St
Orlando, FL 32801
O: 407.841.5524 ext. 138
C: 863.241.8050



SECTION 8

SECTION C

North Boulevard CDD

Field Management Report



January 16, 2024
Marshall Tindall
Field Services Manager
GMS

Complete

Landscaping

- ✚ Landscaper has kept the district tracts clean and well maintained overall.
- ✚ Regular irrigation reviews and minor repairs were done.



Complete

Playground Reviews

- ✚ Monthly playground reviews were done.
- ✚ Minor cleaning of equipment is being scheduled.



Site Items

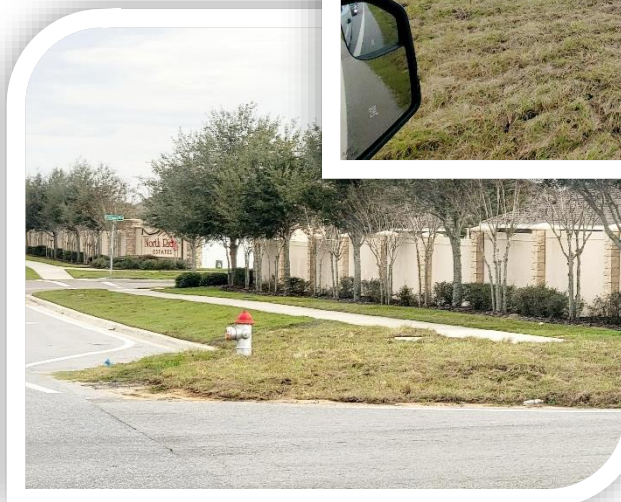
- ✚ Previous stormwater modifications have helped with recurring washout along sides of flumes.
- ✚ Pest control service of field was arranged prior to holiday event.



In Progress

Fence Repairs

- ✚ Perimeter fence review identified some sections of fence that have been damaged by weather.
- ✚ Repairs have been scheduled.
- ✚ Construction along right of ways along the exterior of the district is being monitored.
- ✚ Sod has been installed in sections as work continues to repair areas with significant rutting.



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 I

*Item will be
provided under
separate cover.*

SECTION II

*Item will be
provided under
separate cover.*