

***North Boulevard
Community Development District***

Agenda

November 19, 2024

AGENDA

North Boulevard

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

November 12, 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 **Tuesday, November 19, 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: 1-305-224-1968 **Meeting ID:** 834 6978 5216

Landowners' Meeting

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purposes of Conducting Landowners' Meeting
4. Nominations for the Position of Supervisor (1)
5. Casting of Ballots
6. Tabulation of Ballots and Announcement of Results
7. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Administration of Oath of Office to Newly Elected Supervisors
 - B. Consideration of Resolution 2025-03 Canvassing and Certifying the Results of Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2025-04 Electing Officers
4. Approval of Minutes of the October 15, 2024, Board of Supervisors Meetings
5. Consideration of Resolution 2025-05 Authorizing Publication of Legal Notices on Public Website

6. 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
7. Other Business
8. Supervisors Requests
9. Adjournment

LANDOWNERS' MEETING

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within North Boulevard Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 83 acres, generally located in an area east of Highway 27, west of Holly Hill Road, north of County Road 547 and North Boulevard West, and south of Forest Lake Drive and North Boulevard West in Haines City, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: NOVEMBER 19, 2024

HOUR: 11:30 A.M.

LOCATION: Holiday Inn Winter Haven
200 Cypress Gardens Blvd.
Winter Haven, FL 33880

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801 Ph: (407) 841-5524 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **NOVEMBER 19, 2024**

TIME: **11:30 A.M.**

LOCATION: **Holiday Inn, Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election in a landowner seat for a four year period. The term of office for the successful landowner candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

BOARD OF SUPERVISORS MEETING

SECTION III

SECTION B

RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
NORTH BOULEVARD COMMUNITY DEVELOPMENT
DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF
THE LANDOWNER'S ELECTION OF SUPERVISORS HELD
PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND
PROVIDING FOR 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 entirely within Polk County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting, the Minutes of which are attached hereto as **Exhibit A**, was held on November 19, 2024, immediately prior to the meeting of the District's Board of Supervisors, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

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

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____ Seat 3 Votes _____

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following terms of office:

_____ 4 Year Term

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of November 2024.

ATTEST:

**NORTH BOULEVARD
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Minutes of Landowner Meeting and Election

SECTION D

RESOLUTION 2025-04

**A RESOLUTION ELECTING THE OFFICERS OF THE
NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT, POLK
COUNTY, FLORIDA.**

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Treasurer	_____
Assistant Treasurer	_____
Assistant Treasurer	_____

PASSED AND ADOPTED this 19th day of November 2024.

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 Tuesday, **October 15, 2024** at 11:00 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida and by Zoom.

Present and constituting a quorum:

Bobbie Henley	Assistant Secretary
Emily Cassidy	Assistant Secretary
Jessica Spencer	Assistant Secretary

Also present were:

Tricia Adams	District Manager, GMS
Savannah Hancock	District Counsel, Kilinski Van Wyk
Meredith Hammock <i>by Zoom</i>	District Counsel, Kilinski Van Wyk
Marshall Tindall	Field Manager, GMS
Rey Malave	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 11:01 a.m. and called the roll. Three Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams noted no members of the public were present.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the August 20,
2024 Board of Supervisors Meeting**

Ms. Adams presented the minutes from the August 20, 2024, Board of Supervisor's meeting. If there are no corrections from Board members, is there a motion to approve as presented?

On MOTION by Ms. Spencer, seconded by Ms. Cassidy, with all in favor, the Minutes of the August 20, 2024, Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2025-01
Resetting the Date, Time and Location of
Revised Suspension and Termination
Rules Public Hearing**

Ms. Adams stated the Board previously set the public hearing to be at another date but the District was not able to meet that day. Is there a motion to approve Resolution 2025-01 resetting the date of the public hearing?

On MOTION by Ms. Henley, seconded by Ms. Spencer, with all in favor, Resolution 2025-01 Resetting the Date, Time and Location of Revised Suspension and Termination Rules Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

Public Hearing

Ms. Adams asked for a motion to open the public hearing to amend and restate the suspension and termination rules.

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

Ms. Adams noted there were no members of the public present nor on Zoom.

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

A. Consideration of Resolution 2025-02 Adopting Revised Suspension and Termination Rules

Ms. Adams noted this gives the authority of the District if there are people violating the amenity policies to follow this protocol and ultimately suspend users from the amenities. If there are no questions or discussion, is there a motion to approve Resolution 2025-02?

On MOTION by Ms. Spencer, seconded by Ms. Cassidy, with all in favor, Resolution 2025-02 Adopting Revised Suspension and Termination Rules, was approved.

Ms. Adams noted staff would recommend authorizing District Counsel to prepare a license agreement in order for North Ridge Estates to install holiday decorations.

On MOTION by Ms. Henley, seconded by Ms. Spencer, with all in favor, the License Agreement with North Ridge Estates for Holiday Decorations at Community Entrance, was approved.

Ms. Adams noted the HOA wanted to confirm whether or not they can have a special event on CDD property. She will email them to let them know if they have a specific date and time request that, that can be presented to the Board for approval.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock had nothing to report.

B. Engineer

i. Consideration of Dewberry Work Authorization 2025-1

Ms. Adams presented Work Authorization 2025-1 from Dewberry for general engineering services for FY2025. The engineer anticipates that general engineering services will be provided in accordance with the budget the Board recently adopted with an anticipated amount NTE \$10,000.

On MOTION by Ms. Henley, seconded by Ms. Spencer, with all in favor, the Dewberry Work Authorization 2025-1, was approved.

C. Field Manager's Report

i. Consideration of Proposals for Pool Furniture

The pool furniture proposals were tabled to a future meeting.

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

Ms. Adams presented the check register from August 1st through August 30th totaling \$34,983.66. A detailed run summary follows the register. She offered to answer any questions.

On MOTION by Ms. Spencer, seconded by Ms. Henley, with all in favor, the Check Register totaling \$34,983.66, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams presented the unaudited financials through the end of August. No action is required. The District is fully collected for the fiscal year.

iii. Ratification of Requisition No. 92

Ms. Adams noted this requisition in the amount of \$3,857.82 was processed. There was some surveying expenses related to the conveyance of property from the CDD to the HOA, the verge area that they now own and maintain.

On MOTION by Ms. Henley, seconded by Ms. Cassidy, with all in favor, Requisition No. 92, was ratified.

SEVENTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS**Supervisors Requests and Audience Comments**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS**Adjournment**

Ms. Adams adjourned the meeting.

On MOTION by Ms. Cassidy, seconded by Ms. Spencer, with all in favor, the meeting was adjourned.

October 15, 2024

North Boulevard CDD

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Boulevard Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

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

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

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

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

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

PASSED AND ADOPTED THIS 19th DAY OF NOVEMBER, 2024.

**NORTH BOULEVARD
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.

b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D- R Media, even in a situation where D- R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____

GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to

written notice to Local Government in accordance with the Notices section of this Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this

Participation Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be

executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION VI

SECTION C

North Boulevard CDD

Field Management Report



November 19, 2024

Marshall Tindall

Field Services Manager

GMS

Complete

Landscaping

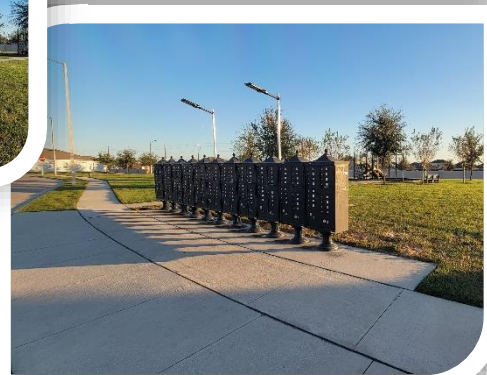
- ✚ Landscaping services have been satisfactory.
- ✚ Entry beds are clean and trees have had been lifted.
- ✚ As approved: The contractor coordinated delivery of stormwater repair structure replacement. Final installation delayed by storms is being scheduled.



Complete

General Maintenance

- ✚ Solar lights at both mailbox areas were raised and realigned following storms.



In Progress

Hurricane Cleanup

- ✚ Initial stage fence cleanup was completed.
- ✚ Coordinating with vendors for remaining repairs.



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

September 1, 2024 through September 30, 2024

Bank	Date	Check No.'s		Amount
General Fund				
	9/6/24	435-439	\$	16,009.21
	9/12/24	440-442	\$	18,652.75
	9/19/24	443-444	\$	6,275.42
			\$	40,937.38

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
9/18/24	00050	8/31/24 00066444	202408 310-51300-48000	NOT OF RULE DEVELOPMENT	*	251.08	
		8/31/24 00066444	202408 310-51300-48000	NOT OF RULEMAKING	*	653.44	
GANNETT MEDIA CORP DBA							904.52 000443
9/18/24	00036	9/11/24 10272	202408 310-51300-31500	ATTORNEY SVCS-AUG24	*	5,370.90	
KILINSKI VAN WYK, PLLC							5,370.90 000444
TOTAL FOR BANK A						40,937.38	
TOTAL FOR REGISTER						40,937.38	

SECTION 2

North Boulevard
Community Development District

Unaudited Financial Reporting
September 30, 2024



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1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund - Series 2017</u>
5	<u>Debt Service Fund - Series 2019</u>
6	<u>Capital Projects Fund - Series 2017</u>
7	<u>Capital Projects Fund - Series 2019</u>
8	<u>Capital Reserve Fund</u>
9-10	<u>Month to Month</u>
11	<u>Assessment Receipt Schedule</u>

North Boulevard
Community Development District
Combined Balance Sheet
September 30, 2024

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:					
Operating Account	\$ 121,741	\$ 29,384	\$ -	\$ -	\$ 151,125
Due From Other	\$ 3,858	\$ -	\$ -	\$ -	\$ 3,858
Prepaid Expenses	\$ 25,025	\$ -	\$ -	\$ -	\$ 25,025
Deposits	\$ 960	\$ -	\$ -	\$ -	\$ 960
Investments:					
<u>Series 2017</u>					
Reserve	\$ -	\$ -	\$ 123,875	\$ -	\$ 123,875
Revenue	\$ -	\$ -	\$ 160,483	\$ -	\$ 160,483
Redemption	\$ -	\$ -	\$ 793	\$ -	\$ 793
Construction	\$ -	\$ -	\$ -	\$ 3,858	\$ 3,858
<u>Series 2019</u>					
Reserve	\$ -	\$ -	\$ 105,956	\$ -	\$ 105,956
Revenue	\$ -	\$ -	\$ 159,547	\$ -	\$ 159,547
Prepayment	\$ -	\$ -	\$ 158	\$ -	\$ 158
Construction	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 151,585	\$ 29,384	\$ 550,813	\$ 3,858	\$ 735,640
Liabilities:					
Accounts Payable	\$ 17,810	\$ -	\$ -	\$ -	\$ 17,810
Total Liabilities	\$ 17,810	\$ -	\$ -	\$ -	\$ 17,810
Fund Balance:					
Assigned For:					
Debt Service - Series 2017	\$ -	\$ -	\$ 285,151	\$ -	\$ 285,151
Debt Service - Series 2019	\$ -	\$ -	\$ 265,662	\$ -	\$ 265,662
Restricted For:					
Capital Reserve	\$ -	\$ 29,384	\$ -	\$ -	\$ 29,384
Capital Projects - Series 2017	\$ -	\$ -	\$ -	\$ 3,858	\$ 3,858
Capital Projects - Series 2019	\$ -	\$ -	\$ -	\$ -	\$ -
Unassigned	\$ 108,749	\$ -	\$ -	\$ -	\$ 108,749
Total Fund Balances	\$ 133,775	\$ 29,384	\$ 550,813	\$ 3,858	\$ 717,829
Total Liabilities & Fund Balance	\$ 151,585	\$ 29,384	\$ 550,813	\$ 3,858	\$ 735,640

North Boulevard

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance

Revenues:

Assessments - Tax Roll	\$ 332,645	\$ 332,645	\$ 334,184	\$ 1,539
Other Income	\$ -	\$ -	\$ 90	\$ 90

Total Revenues	\$ 332,645	\$ 332,645	\$ 334,274	\$ 1,629
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Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 12,000	\$ 7,400	\$ 4,600
Engineering Fees	\$ 10,000	\$ 10,000	\$ 4,103	\$ 5,898
Dissemination Agent	\$ 6,500	\$ 6,500	\$ 6,500	\$ -
Attorney Fees	\$ 15,000	\$ 15,000	\$ 22,231	\$ (7,231)
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Annual Audit	\$ 4,800	\$ 4,800	\$ 4,800	\$ -
Trustee Fees	\$ 7,780	\$ 7,780	\$ 7,758	\$ 22
Management Fees	\$ 40,124	\$ 40,124	\$ 40,124	\$ -
Information Technology	\$ 1,800	\$ 1,800	\$ 1,800	\$ -
Website Maintenance	\$ 1,200	\$ 1,200	\$ 1,200	\$ -
Postage & Delivery	\$ 1,100	\$ 1,100	\$ 2,458	\$ (1,358)
Telephone	\$ 50	\$ 50	\$ -	\$ 50
Printing & Binding	\$ 400	\$ 400	\$ 67	\$ 333
Insurance	\$ 8,455	\$ 8,455	\$ 6,818	\$ 1,637
Legal Advertising	\$ 4,000	\$ 4,000	\$ 6,096	\$ (2,096)
Contingency	\$ 3,000	\$ 3,000	\$ 521	\$ 2,479
Office Supplies	\$ 100	\$ 100	\$ 4	\$ 96
Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -

Total General & Administrative:	\$ 121,484	\$ 121,484	\$ 117,055	\$ 4,429
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North Boulevard

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
<u>Operation and Maintenance</u>				
Field Expenses				
Field Management	\$ 8,348	\$ 8,348	\$ 8,348	\$ -
Electric	\$ 8,395	\$ 8,395	\$ 6,378	\$ 2,017
Streetlights	\$ 26,450	\$ 26,450	\$ 22,905	\$ 3,545
Property Insurance	\$ 6,333	\$ 6,333	\$ 4,918	\$ 1,415
Landscape Maintenance	\$ 58,860	\$ 58,860	\$ 58,949	\$ (89)
Landscape Replacement & Enhancement	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Irrigation Repairs	\$ 5,500	\$ 5,500	\$ 3,255	\$ 2,245
General Field Repairs & Maintenance	\$ 15,000	\$ 15,000	\$ 14,895	\$ 105
Contingency	\$ 10,000	\$ 10,000	\$ 10,228	\$ (228)
Subtotal	\$ 158,886	\$ 158,886	\$ 129,875	\$ 29,011
Amenity Expenses				
Inter-Governmental Expense	\$ 87,366	\$ 87,366	\$ 87,366	\$ -
Playground Lease	\$ 6,295	\$ 6,295	\$ 2,623	\$ 3,672
Trash Collections	\$ 2,000	\$ 2,000	\$ 2,091	\$ (91)
Subtotal	\$ 95,661	\$ 95,661	\$ 92,080	\$ 3,581
Total O&M Expenses:	\$ 254,546	\$ 254,547	\$ 221,955	\$ 32,591
Total Expenditures	\$ 376,030	\$ 376,031	\$ 339,011	\$ 37,020
<u>Other Financing Sources/Uses:</u>				
Capital Reserve	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ -
Transfer In/(Out)	\$ -	\$ -	\$ (105)	\$ (105)
Total Other Financing Sources/Uses	\$ (10,000)	\$ (10,000)	\$ (10,105)	\$ (105)
Excess Revenues (Expenditures)	\$ (53,385)		\$ (14,841)	
Fund Balance - Beginning	\$ 53,385		\$ 148,616	
Fund Balance - Ending	\$ -		\$ 133,775	

North Boulevard

Community Development District

Debt Service Fund - Series 2017

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 258,211	\$ 258,211	\$ 259,407	\$ 1,196
Interest	\$ -	\$ -	\$ 13,432	\$ 13,432
Total Revenues	\$ 258,211	\$ 258,211	\$ 272,839	\$ 14,628
Expenditures:				
Interest Expense 11/1	\$ 84,263	\$ 84,263	\$ 84,263	\$ -
Principal Expense - 5/1	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
Interest Expense - 5/1	\$ 84,263	\$ 84,263	\$ 84,263	\$ -
Total Expenditures	\$ 243,526	\$ 243,526	\$ 243,526	\$ -
Excess Revenues (Expenditures)	\$ 14,685		\$ 29,313	
Fund Balance - Beginning	\$ 130,653		\$ 255,839	
Fund Balance - Ending	\$ 145,338		\$ 285,151	

North Boulevard

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 209,762	\$ 209,762	\$ 210,733	\$ 971
Interest	\$ -	\$ -	\$ 11,418	\$ 11,418
Total Revenues	\$ 209,762	\$ 209,762	\$ 222,151	\$ 12,389
Expenditures:				
Interest Expense 11/1	\$ 78,931	\$ 78,931	\$ 78,931	\$ -
Principal Expense 11/1	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Interest Expense 5/1	\$ 77,869	\$ 77,869	\$ 77,869	\$ -
Total Expenditures	\$ 206,800	\$ 206,800	\$ 206,800	\$ -
Excess Revenues (Expenditures)	\$ 2,962		\$ 15,351	
Fund Balance - Beginning	\$ 142,841		\$ 250,311	
Fund Balance - Ending	\$ 145,803		\$ 265,662	

North Boulevard
Community Development District
Capital Projects Fund - Series 2017
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 306	\$ 306
Total Revenues	\$ -	\$ -	\$ 306	\$ 306
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 3,271	\$ (3,271)
Total Expenditures	\$ -	\$ -	\$ 3,271	\$ (3,271)
<u>Other Financing Sources:</u>				
Transfer In/(Out)	\$ -	\$ -	\$ 669	\$ (669)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 669	\$ (669)
Excess Revenues (Expenditures)	\$ -		\$ (2,295)	
Fund Balance - Beginning	\$ -		\$ 6,153	
Fund Balance - Ending	\$ -		\$ 3,858	

North Boulevard
Community Development District
Capital Projects Fund - Series 2019
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 32	\$ 32
Total Revenues	\$ -	\$ -	\$ 32	\$ 32
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
<u>Other Financing Sources:</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (669)	\$ (669)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (669)	\$ (669)
Excess Revenues (Expenditures)	\$ -		\$ (638)	
Fund Balance - Beginning	\$ -		\$ 638	
Fund Balance - Ending	\$ -		\$ -	

North Boulevard
Community Development District
Capital Reserve Projects
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 9	\$ 9
Total Revenues	\$ -	\$ -	\$ 9	\$ 9
<u>Expenditures:</u>				
Contingency	\$ -	\$ -	\$ 730	\$ (730)
Total Expenditures	\$ -	\$ -	\$ 730	\$ -
<u>Other Financing Sources:</u>				
Transfer In/(Out)	\$ 10,000	\$ 10,000	\$ 10,105	\$ 105
Total Other Financing Sources (Uses)	\$ 10,000	\$ 10,000	\$ 10,105	\$ 105
Excess Revenues (Expenditures)	\$ 10,000		\$ 9,384	
Fund Balance - Beginning	\$ -		\$ 20,000	
Fund Balance - Ending	\$ 10,000		\$ 29,384	

North Boulevard
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Assessments - Tax Roll	\$ -	\$ 5,249	\$ 313,844	\$ 4,751	\$ 2,590	\$ 3,103	\$ 4,623	\$ 23	\$ -	\$ -	\$ -	\$ -	\$ 334,184
Other Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30	\$ 30	\$ 30	\$ -	\$ 90
Total Revenues	\$ -	\$ 5,249	\$ 313,844	\$ 4,751	\$ 2,590	\$ 3,103	\$ 4,623	\$ 23	\$ 30	\$ 30	\$ 30	\$ -	\$ 334,274
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 1,000	\$ -	\$ -	\$ 800	\$ 800	\$ -	\$ 1,400	\$ -	\$ 1,600	\$ 1,000	\$ 800	\$ -	\$ 7,400
Engineering Fees	\$ -	\$ -	\$ -	\$ 325	\$ 920	\$ -	\$ 383	\$ 1,365	\$ 760	\$ -	\$ -	\$ 350	\$ 4,103
Dissemination Agent	\$ 542	\$ 542	\$ 542	\$ 542	\$ 542	\$ 542	\$ 542	\$ 542	\$ 542	\$ 542	\$ 542	\$ 542	\$ 6,500
Attorney Fees	\$ 2,007	\$ 452	\$ 457	\$ 1,562	\$ 2,266	\$ 613	\$ 1,430	\$ 600	\$ 3,766	\$ 3,348	\$ 5,371	\$ 360	\$ 22,231
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Annual Audit	\$ -	\$ -	\$ -	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800
Trustee Fees	\$ -	\$ 3,717	\$ -	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,758
Management Fees	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 40,124
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Postage & Delivery	\$ 647	\$ 708	\$ 34	\$ 145	\$ 12	\$ 49	\$ 15	\$ 777	\$ 31	\$ 34	\$ 4	\$ 3	\$ 2,458
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61	\$ 67
Insurance	\$ 6,818	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,818
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342	\$ 569	\$ 2,556	\$ -	\$ 1,098	\$ 1,531	\$ 6,096
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 39	\$ 38	\$ 39	\$ 39	\$ 41	\$ 41	\$ 41	\$ 41	\$ 79	\$ 41	\$ 42	\$ 41	\$ 521
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4
Dues, Licenses & Fees	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 19,822	\$ 9,050	\$ 4,665	\$ 11,806	\$ 12,221	\$ 4,840	\$ 7,747	\$ 7,487	\$ 12,928	\$ 8,559	\$ 11,449	\$ 6,482	\$ 117,055

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	\$ 696	\$ 696	\$ 696	\$ 696	\$ 696	\$ 696	\$ 696	\$ 696	\$ 696	\$ 696	\$ 696	\$ 696	\$ 8,348
Electric	\$ 626	\$ 660	\$ 799	\$ 581	\$ 706	\$ 415	\$ 396	\$ 394	\$ 415	\$ 436	\$ 460	\$ 489	\$ 6,378
Streetlights	\$ 1,975	\$ 1,971	\$ 1,972	\$ 1,966	\$ 1,906	\$ 1,880	\$ 1,880	\$ 1,875	\$ 1,878	\$ 1,872	\$ 1,873	\$ 1,857	\$ 22,905
Property Insurance	\$ 4,918	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,918
Landscape Maintenance	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,905	\$ 4,994	\$ 58,949
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 292	\$ 191	\$ -	\$ 63	\$ -	\$ -	\$ -	\$ 1,913	\$ -	\$ 460	\$ 336	\$ -	\$ 3,255
General Repairs & Maintenance	\$ 3,004	\$ -	\$ 318	\$ 710	\$ 1,725	\$ 1,169	\$ 935	\$ -	\$ 928	\$ 2,945	\$ 846	\$ 2,315	\$ 14,895
Contingency	\$ -	\$ -	\$ 480	\$ -	\$ 480	\$ -	\$ -	\$ 1,955	\$ -	\$ 3,271	\$ 3,757	\$ 286	\$ 10,228
Subtotal	\$ 16,416	\$ 8,422	\$ 9,170	\$ 8,921	\$ 10,418	\$ 9,064	\$ 8,811	\$ 11,737	\$ 8,822	\$ 14,585	\$ 12,873	\$ 10,637	\$ 129,875
Amenity Expenses													
Inter-Governmental Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,366	\$ -	\$ -	\$ -	\$ -	\$ 87,366
Playground Lease	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,623
Trash Collection	\$ 166	\$ 166	\$ 175	\$ 184	\$ 175	\$ 175	\$ 175	\$ 184	\$ 166	\$ 175	\$ 175	\$ 175	\$ 2,091
Subtotal	\$ 691	\$ 691	\$ 700	\$ 708	\$ 700	\$ 175	\$ 175	\$ 87,550	\$ 166	\$ 175	\$ 175	\$ 175	\$ 92,080
Total O&M Expenses:	\$ 17,107	\$ 9,113	\$ 9,869	\$ 9,629	\$ 11,117	\$ 9,239	\$ 8,986	\$ 99,287	\$ 8,988	\$ 14,760	\$ 13,048	\$ 10,812	\$ 221,955
Total Expenditures	\$ 36,929	\$ 18,163	\$ 14,534	\$ 21,435	\$ 23,339	\$ 14,079	\$ 16,733	\$ 106,774	\$ 21,916	\$ 23,319	\$ 24,497	\$ 17,294	\$ 339,011
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (105)	\$ -	\$ -	\$ -	\$ -	\$ (10,000)	\$ (10,105)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (105)	\$ -	\$ -	\$ -	\$ -	\$ (10,000)	\$ (10,105)
Excess Revenues (Expenditures)	\$ (36,929)	\$ (12,914)	\$ 299,310	\$ (16,684)	\$ (20,748)	\$ (10,976)	\$ (12,215)	\$ (106,750)	\$ (21,886)	\$ (23,289)	\$ (24,467)	\$ (27,294)	\$ (14,841)

North Boulevard
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

ON ROLL ASSESSMENTS

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

								42%	32%	26%	100%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	2017 Debt Service	2019 Debt Service	Total
11/10/23	10/13/23-10/14/23	\$ 2,220.88	\$ (120.82)	\$ (42.00)	\$ -	\$ -	\$ 2,058.06	\$ 855.09	\$ 663.76	\$ 539.21	\$ 2,058.06
11/17/23	11/01/23-11/05/23	\$ 6,702.63	\$ (268.11)	\$ (128.69)	\$ -	\$ -	\$ 6,305.83	\$ 2,619.98	\$ 2,033.72	\$ 1,652.13	\$ 6,305.83
11/24/23	11/06/23-11/12/23	\$ 4,539.02	\$ (181.56)	\$ (87.15)	\$ -	\$ -	\$ 4,270.31	\$ 1,774.25	\$ 1,377.24	\$ 1,118.82	\$ 4,270.31
12/1/23	Inv#4652028	\$ -	\$ -	\$ -	\$ -	\$ (8,608.78)	\$ (8,608.78)	\$ (3,576.82)	\$ (2,776.46)	\$ (2,255.50)	\$ (8,608.78)
12/8/23	11/13/23-11/22/23	\$ 15,239.67	\$ (609.58)	\$ (292.60)	\$ -	\$ -	\$ 14,337.49	\$ 5,957.00	\$ 4,624.06	\$ 3,756.43	\$ 14,337.49
12/21/23	11/23/23-11/30/23	\$ 787,756.84	\$ (31,509.61)	\$ (15,124.94)	\$ -	\$ -	\$ 741,122.29	\$ 307,924.88	\$ 239,023.04	\$ 194,174.37	\$ 741,122.29
12/29/23	12/01/23-12/15/23	\$ 8,982.84	\$ (291.70)	\$ (173.82)	\$ -	\$ -	\$ 8,517.32	\$ 3,538.82	\$ 2,746.96	\$ 2,231.54	\$ 8,517.32
1/10/24	12/16/23-12/31/23	\$ 9,881.25	\$ (323.82)	\$ (191.15)	\$ -	\$ -	\$ 9,366.28	\$ 3,891.54	\$ 3,020.77	\$ 2,453.97	\$ 9,366.28
1/16/24	10/01/23-12/31/23	\$ -	\$ -	\$ -	\$ 2,069.48	\$ -	\$ 2,069.48	\$ 859.84	\$ 667.44	\$ 542.20	\$ 2,069.48
2/9/24	01/01/24-01/31/24	\$ 6,512.23	\$ (150.89)	\$ (127.23)	\$ -	\$ -	\$ 6,234.11	\$ 2,590.18	\$ 2,010.59	\$ 1,633.34	\$ 6,234.11
3/13/24	02/01/24-02/29/24	\$ 7,688.79	\$ (67.61)	\$ (152.42)	\$ -	\$ -	\$ 7,468.76	\$ 3,103.15	\$ 2,408.79	\$ 1,956.82	\$ 7,468.76
4/10/24	03/01/24-03/31/24	\$ 11,354.07	\$ -	\$ (227.08)	\$ -	\$ -	\$ 11,126.99	\$ 4,623.09	\$ 3,588.62	\$ 2,915.28	\$ 11,126.99
5/20/24	01/01/24-03/31/24	\$ -	\$ -	\$ -	\$ 56.47	\$ -	\$ 56.47	\$ 23.46	\$ 18.21	\$ 14.80	\$ 56.47
Total		\$ 860,878.22	\$ (33,523.70)	\$ (16,547.08)	\$ 2,125.95	\$ (8,608.78)	\$ 804,324.61	\$ 334,184.46	\$ 259,406.74	\$ 210,733.41	\$ 804,324.61

100%	Net Percent Collected
0	Balance Remaining to Collect