### North Boulevard Community Development District

Agenda August 11, 2025

## **A**GENDA

### North Boulevard

### Community Development District

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

August 4, 2025

**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 Monday, August 11, 2025 at 6:00 PM at the <u>Tom Fellows Community Center</u> – 207 North Blvd W, Davenport, FL 33837.

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/87293610163

**Zoom Call-In Information:** 1-305-224-1968 **Meeting ID:** 872 9361 0163

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the July 15, 2025 Audit Committee Meeting and Board of Supervisors Meeting
- 4. Consideration of Resolution 2025-14 Setting a Public Hearing to Amend Parking Policies
  - A. Revised Parking Map
  - B. Proposal for 2 Mailbox Parking Only Signs
- 5. Discussion of Property Encroachments
- 6. Review and Discussion of Landscaping Scope of Services
  - A. Current Landscape Agreement with Prince & Sons
  - B. Landscape Scope of Work
  - C. Fee Summary
  - D. 3 Landscape Proposals Considered at 04/20/23 Meeting
- 7. Consideration of Audit Services Engagement Letter with Grau & Associates
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Proposals for Pressure Washing
      - 1. Pressure Wash This
      - 2. Pineapple Services
  - D. District Manager's Report

- i. Approval of Check Register
- ii. Balance Sheet & Income Statement
- iii. Approval of Amenity Policy Clarification Regarding Access Card Issuance
- 9. Other Business
- 10. Supervisors Requests
- 11. Adjournment

## **MINUTES**

#### MINUTES OF MEETING NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the North Boulevard Community Development District was held Tuesday, **July 15, 2025**, at 11:30 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida and by Zoom.

Present for the Audit Committee were:

Andres Romero Ron Orenstein Rheah Bridges

Also present were:

Tricia Adams
Katie O'Rourke
Savannah Hancock
Joel Blanco
Joey Duncan by Zoom
Chace Arrington by Zoom

District Manager, GMS District Manager, GMS District Counsel, Kilinski Van Wyk Field Manager, GMS District Engineer, Dewberry

District Engineer, Dewberry

#### FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll.

#### SECOND ORDER OF BUSINESS

**Public Comment Period** 

Ms. Adams stated there were no members of the public present to provide comment.

#### THIRD ORDER OF BUSINESS

Review of Proposals and Tally of Audit Committee Members Rankings

#### A. Grau & Associates

Ms. Adams noted that the Audit Committee had previously approved the form of request for proposal and the form of evaluation criteria to be considered for awarding the project to the auditor that the Audit Committee selects. Ms. Adams stated that they received one proposal for

auditing services from Grau & Associates, who is North Boulevard CDD's incumbent audit provider. Ms. Adams stated Grau & Associates is known to do a good job. They handle many Community Development Districts in Central Florida and they successfully complete audits on time.

On MOTION by Mr. Romero, seconded by Ms. Bridges, with all in favor, Ranking Grau & Associates as the #1 Ranked Auditor with 100 points, was approved.

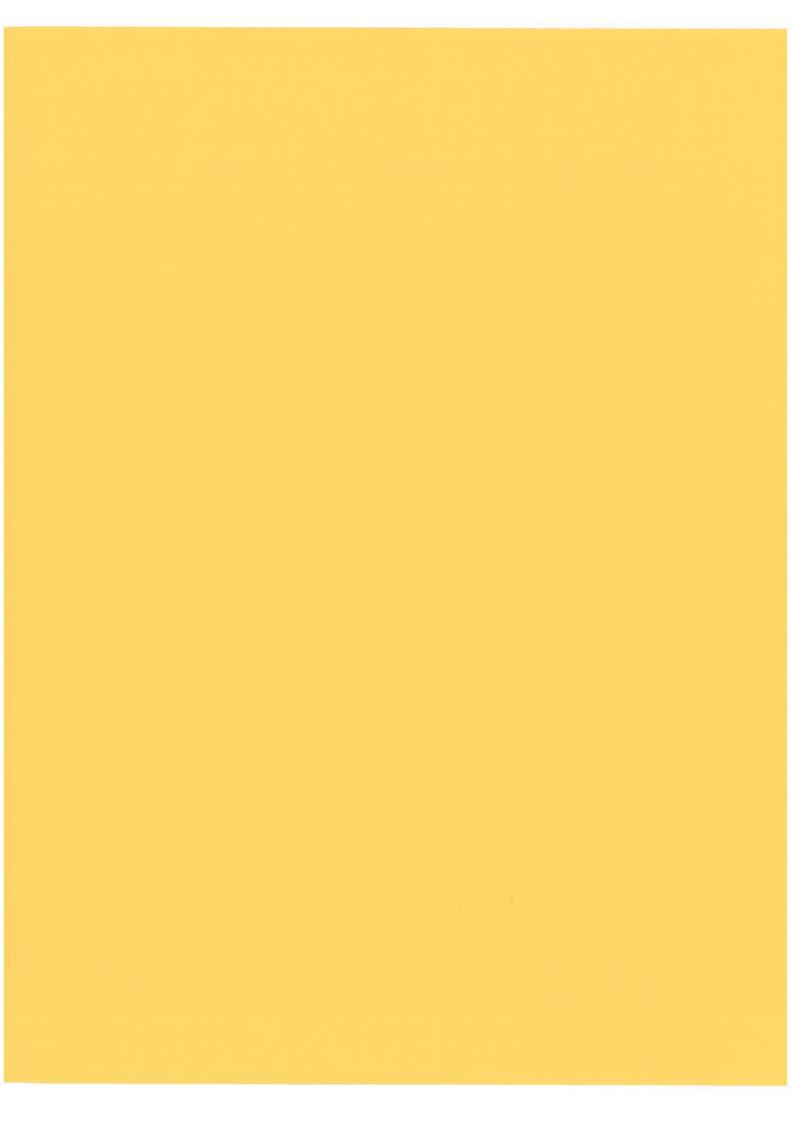
#### FIFTEENTH ORDER OF BUSINESS

Adjournment

Ms. Adams adjourned the meeting.

On MOTION by Mr. Orenstein, seconded by Mr. Romero, with all in favor, the meeting was adjourned.

| Secretary/Assistant Secretary | Chairman/Vice Chairman |
|-------------------------------|------------------------|



#### 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, **July 15, 2025**, 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:

Andres Romero Chairman
Ron Orenstein Vice Chairman
Rheah Bridges Assistant Secretary

#### Also present were:

Tricia Adams District Manager, GMS Katie O'Rourke District Manager, GMS

Savannah Hancock District Counsel, Kilinski Van Wyk Meredith Hammock *by Zoom* District Counsel, Kilinski Van Wyk

Joel Blanco Field Manager, GMS

Joey Duncan by Zoom District Engineer, Dewberry Chace Arrington by Zoom District Engineer, Dewberry

#### FIRST ORDER OF BUSINESS

#### Roll Call

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

#### SECOND ORDER OF BUSINESS

#### **Public Comment Period**

Resident (Robert O'Neil, 754 Jefferson St.) commented that Prince was the most expensive landscaper in the area and stated that they continuously park their vehicles in the entrances and exits of the property. He noted that the Board changed the parking in front of his house, and he would like that to be reconsidered. He stated there was not a need for one way parking on Jefferson, it's a wide street. He stated that he thinks the Board spends too much money. In 2022, the budget

was \$2,200 a year for a resident and now it's \$2,900 and the Board wants to increase it by another \$275.

#### THIRD ORDER OF BUSINESS

#### **Organizational Matters**

#### A. Acceptance of the Resignation of Adam Rhinehart

Ms. Adams noted that the Board recently received a letter of resignation from Mr. Adam Rhinehart, who had been serving on the Board in a seat that has a term that expires in November 2028. As a result of that resignation, there will be an official process where the Board will take action to accept the resignation and declare the seat vacant. Once there is a vacancy on the Board, the Board has the ability to make an appointment to the Board of Supervisors.

Ms. Adams clarified that this seat is a landowner election seat. The qualifications are that someone must be 18 years of age, a resident of the state of Florida, and a U.S. citizen. Ms. Adams stated in some communities, Board members will direct staff to send out an announcement regarding the vacancy and to allow for interested parties to submit a letter of interest or a resume for the Board to consider at a future meeting, but the Board is not required to do that.

Ms. Adams asked for a motion to accept Adam Rhinehart's resignation from the Board.

On MOTION by Ms. Bridges, seconded by Mr. Romero, with all in favor, Accepting the Resignation of Adam Rhinehart and Declaring the Board Seat Vacant, was approved.

#### B. Appointment of Individuals to Fill Vacancies in Seat #2 (Exp. 2026)

Ms. Adams asked if the Board would like to fill the vacancy or send a notice to the community of the vacant Board seat.

Ms. Bridges stated that it would be fair to send it out to the entire community to see if there is anybody who is interested.

Mr. Orenstein stated he was prepared to nominate somebody that is present and make a motion to place him immediately in the seat.

After Board discussion, Mr. Orenstein made a motion to nominate Jose Martinez to fill the vacancy in Board Seat #2. The motion died due to lack of a second. District management was directed to send out a letter to the residents in the community notifying of the vacancy on the Board.

#### C. Administration of Oath of Office to Newly Appointed Individual

#### D. Consideration of Resolution 2025-11 Electing Officers

Items B through D were tabled to a future meeting agenda.

#### FOURTH ORDER OF BUSINESS

#### **Public Hearings**

## A. Public Hearing on the Adoption of the Fiscal Year 2026 Budget and Appropriating Funds

Ms. Adams asked for a motion to open the public hearing on the adoption of the Fiscal Year 2026 budget and appropriating funds.

On MOTION by Ms. Bridges, seconded by Mr. Romero, with all in favor, Opening the Public Hearing, was approved.

Ms. Adams stated that this is the same proposed budget that has been posted on the District website. Adopting Resolution 2025-12 adopts your budget for Fiscal Year 2026. This is for the time period starting October 1, 2025, and ending September 30, 2026. Approval of this resolution also appropriates funds for the upcoming fiscal year in the general fund, the two debt service funds, and the capital reserve fund. The approval of the resolution also allows for the budget to be amended in the upcoming fiscal year should Board members find it necessary to do so.

Ms. Adams noted that there is some language in the resolution that memorializes that the Board met earlier this year and approved a proposed budget prior to June 15<sup>th</sup>. In accordance with Florida statutes, the proposed budget has been provided to the local government at least 60 days before today's public hearing. Today's public hearing has been noticed in accordance with Florida statutes and the proposed budget has also been posted on the North Boulevard CDD website.

Ms. Adams notes that attached to the resolution is Exhibit 'A' which is the proposed budget. The first section of the budget is the revenue, all assessments that the CDD is considering imposing for maintenance are on the tax roll. The first column is the current budget adopted for the current Fiscal Year 2025, the proposed budget has been updated, and the actuals have now been updated through the end of May with projections through the end of the fiscal year. The proposed budget for Fiscal Year 2026 has the proposed total assessment being \$531,702. There was a question from a member of the public regarding assessments or special assessments, when the District imposes fees, they're considered special assessments. Even with the routine adoption of the budget, the maintenance assessment is considered a special assessment.

Ms. Adams reviewed the budget in detail for the Board and for members of the public present at the meeting. Ms. Adams asked for public comments.

Resident (Robert O'Neil, 754 Jefferson St.) stated the Board needs to look for new attorneys. Your attorney went up \$6,000 a year. The landscapers went way up. He asked if the Board has three bids for landscaping. Mr. O'Neil stated that they are talking about raising assessments by \$275 per unit, a 9% increase from last year. That's a lot, the cost of living only went up 3% over the years, but the assessments are going up 6% higher. There's something wrong here. He stated that their insurance went up, look for new insurance company. He noted that trash collecting also went up. He stated that the Board needs to look at reducing costs for residents not increasing assessments.

Hearing no other public comments, Ms. Adams asked for a motion to close the public hearing.

On MOTION by Ms. Bridges, seconded by Mr. Romero, with all in favor, Closing the Public Hearing, was approved.

## i. Consideration of Resolution 2025-12 Adopting the Fiscal Year 2026 Budget and Appropriating Funds

Ms. Adams asked the Board for any questions on the budget or if they had any changes to the proposed budget. Mr. Orenstein questioned how long contracts with landscapers and other vendors last. Ms. Adams stated if an agreement is \$195,000 or more, Florida statutes require that it goes out through a public bid process with a sealed bid opening. North Boulevard's landscape amount is not anywhere near that amount, so the Board could direct staff to solicit for proposals at any time. Once the Board selects a service provider based on that competitive bid process, then there is a multi-year agreement presented to the Board. Then each year there's an agreement renewal that's presented to the Board. In the August or September meeting the Board will see the agreement renewal for landscape services. The service agreements typically run in tandem with the fiscal year.

On MOTION by Mr. Romero, seconded by Ms. Bridges, with all in favor, Resolution 2025-12 Adopting the Fiscal Year 2026 Budget and Appropriating Funds, was approved.

### B. Public Hearing on the Imposition of Special Assessments and Certifying an Assessment Roll

Ms. Adams asked for a motion to open the public hearing on the imposition of special assessments and certifying and assessment roll.

On MOTION by Ms. Bridges, seconded by Mr. Romero, with all in favor, Opening the Public Hearing, was approved.

Ms. Adams stated now that the Board has adopted a budget, they have to fund it. The way that they are proposing to fund the budget is imposing and collecting the maintenance fees in accordance with the budget that you just adopted and authorizing the collection of the debt service fees, in accordance with the budget that the Board just adopted. Attached to the resolution as an exhibit will be a copy of the budget that they just adopted as well as a copy of the assessment roll or the tax roll. The tax roll lists all of the parcels that are located within the District. Listed there is also the operations and maintenance fee and then the debt service fee for either 2017 or 2019, contingent on where the property is located.

Not hearing any public comments on this resolution, Ms. Adams asked for a motion to close the public hearing.

On MOTION by Ms. Bridges, seconded by Mr. Romero, with all in favor, Closing the Public Hearing, was approved.

## i. Consideration of Resolution 2025-13 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams asked for any other comments on the resolution. Hearing no comments, she asked for a motion to approve Resolution 2025-13.

On MOTION by Mr. Romero, seconded by Ms. Bridges, with all in favor, Resolution 2025-13 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the May 20, 2025, Board of Supervisors Meeting

Ms. Adams presented the minutes of May 20, 2025 Board of Supervisors meeting. District staff and District Counsel have reviewed the minutes. She offered to take any corrections. The Board had no changes to the minutes.

On MOTION by Mr. Orenstein, seconded by Ms. Bridges, with all in favor, the Minutes of the May 20, 2025 Board of Supervisors Meeting, were approved.

#### SIXTH ORDER OF BUSINESS

Acceptance of the Rankings of the Aduit Committee and Authorizing Staff to Send a Notice of Intent to Award

Ms. Adams stated that the Audit Committee met and ranked Grau & Associates as the #1 audit firm. She asked for a motion to accept the rankings of the Audit Committee.

On MOTION by Mr. Orenstein, seconded by Ms. Bridges, with all in favor, Accepting the Rankings of the Aduit Committee and Authorizing Staff to Send a Notice of Intent to Award to Grau & Associates the #1 Ranked Auditor, was approved.

#### SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-14 Setting a Public Hearing to Amend Adopted Parking Policies

Ms. Adams stated because of the nature of the parking rules there is a formalized public rule hearing process that must be undertaken. Resolution 2025-14 would set a public hearing to amend the rules, and the public hearing has to noticed 35 and 28 days in advance of the meeting.

Ms. Adams stated the key issues that have been discussed is limiting the amount of time that patrons can park at the mailboxes to retrieve mail. There have also been some concerns about right of way parking that perhaps from time to time vehicles are parking in driveways, not in accordance with Florida law, and whether or not the District wants the ability to tow those vehicles that are parked in driveway aprons. They have also discussed the best practices for parking policies; the Board has adopted parking rules and there is a map that goes with the parking rules. There is not signage installed throughout the District though. One consideration that is recommended by District Counsel based on best practices is to have the Board consider identifying areas where parking is permitted. Any other area would be a tow away zone on the public roadway.

So only those areas that are identified as allowing for parking would be areas where vehicles could park on the roadway. District Counsel has prepared a draft of parking rules based on the best practices from other Districts in the area. Ms. Adams and Ms. Hancock reviewed the required number of signs and the costs associated with creation of the signs and installation. The board indicated that they would like to limit parking at the mailboxes to 5 minutes and would like to see a proposal for sign installation at both mailboxes.

Ms. Adams noted that the Board did not have to take any action on this item today, they could review the information and map further and plan later. The board agreed to discuss this item at the next meeting.

#### EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-15 Removing and Appointing an Assistant Secretary

Ms. Adams stated that Resolution 2025-15 appoints Katie O'Rourke, a District Manager with GMS, as an Assistant Secretary. This allows for the ability to attest the Chair's signature, the Vice Chair's signature, and process District records. Katie is serving as District Manager for this project. This also removes Monica Virgen as Assistant Secretary. Monica is still with our firm but will not be traveling to meetings in the future. Approval of this resolution authorizes those two actions.

Ms. Adams stated that Ms. O'Rourke is the key point of contact for this project. The Board will still see Ms. Virgen supporting this District with the production of agenda packets, calls for attendance, distribution of materials from the District Manager to the Board.

On MOTION by Ms. Bridges, seconded by Mr. Romero, with all in favor, Resolution 2025-15 Removing Monica Virgen and Appointing Katie O'Rourke as an Assistant Secretary, was approved.

#### NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-16 Authorizing Spending Limits

Ms. Adams stated Resolution 2025-16 provides some definition for items that can be approved outside of meetings and what the limits are. From time to time, there may be an urgent repair, such as an irrigation repair during drought conditions, something that was creating a health

safety issue or other time sensitive issue. This resolution authorizes if there is a need to present a proposal to the Chair for approval, there's spending limits that are set. Anything that's approved outside of a meeting comes back to the Board for ratification at the next meeting. Nothing is done without the full Board's awareness and having that process memorialized.

Ms. Adams reviewed the specific spending limits. The District Manager may approve proposals or expenses up to \$2,500. The Chair or Vice Chair, if the Chair is not available, may authorize expenses up to \$10,000. Then combined signature, the District Manager and the Chair or Vice Chair may jointly authorize expenses up to \$25,000. Again, all of these items would be brought back to the Board. We don't anticipate these expenses coming up regularly, but from time to time we do have these situations. She noted that it's best practice to have this resolution in place. The form of the resolution was prepared by District Counsel.

On MOTION by Mr. Orenstein, seconded by Mr. Romero, with all in favor, Resolution 2025-16 Authorizing Spending Limits, was approved.

#### **TENTH ORDER OF BUSINESS**

## Review and Acceptance of Fiscal Year 2024 Audit Report

Ms. O'Rourke stated that all CDDs are required to undergo an annual independent audit. This one was performed by Grau & Associates. It's an independent report that's required to be presented to the Board every year. The report to management page, which is at the very end of the report on page 130, it goes over the findings by the auditor. She noted that the report indicates there are no instances of noncompliance, no findings or recommendations, and no corrective actions recommended by the auditor. Essentially, this is a clean audit. Ms. O'Rourke noted that this audit report was submitted on time by the June 30<sup>th</sup> deadline.

On MOTION by Ms. Bridges, seconded by Mr. Romero, with all in favor, Accepting the Fiscal Year 2024 Audit Report, was approved.

#### **ELEVENTH ORDER OF BUSINESS Discussion of Property Encroachment**

Ms. Adams stated that there are a couple different encroachments that can happen. In some case there is CDD property, a parcel that is owned by the District, it's maintained by the District and a nearby residential property owner will push into it and use a part of the District's property.

That might happen by adding a fence or by installing a vegetable garden and therefore they're encroaching into CDD property. There's another kind of CDD encroachment where there's an easement that is in favor of the District. The District has various kinds of easements throughout the property; we might have a drainage easement, maintenance easement, or access easement. For example, if there's a stormwater pipe buried underground, we may have a drainage easement on a portion of the lot where that stormwater pipe is buried. The reason we have that easement is so that if there's a pipe failure in your drainage system, we have the legal authority to go into our CDD easement and perform maintenance activities if we need to dig up the ground and repair a storm water pipe.

Ms. Adams noted that sometimes residents put something in the easement. There should not be anything installed in easements in favor of the District. But from time to time, property owners are not aware they have an easement on their lot. They didn't look at their lot survey or for whatever reason they're not aware. They may even go to the city and get a permit to do something, and the city approves it. The city does not have the authority to allow for an encroachment in the District's easement. That might not stop them from mistakenly issuing a permit. They might go to the HOA and say we want to put up a fence and the HOA might authorize that improvement on the private property without checking to see if there is an easement in favor of the District.

Ms. Adams stated that they have been advised by Counsel that when the CDD becomes aware of an easement encroachment or a property encroachment, they need to put the homeowner on notice. The District needs to preserve all of their legal rights in reference to the situation. This first situation, you'll see that there's a property on 180 Taft Drive. They did receive a letter back in February 2024 notifying them that they installed a gate onto a fence that was owned and maintained by the District.

Ms. Hancock walked Board members through all the things that they can consider, from tolerating the encroachment to issuing requests to demanding removal and injunctions and all the legal options that the Board has.

Ms. Hancock stated what she believes is the best course of action is to reissue a new letter to the homeowner asking them to remove items from District property. There are a handful of addresses that have encroachments, the first one has the homeowner fence attaching into the District fence, where they have also installed the gate. Then they are using a portion of District property as their backyard. These tracts that run behind the home, they do not have another way to

access those tracts to maintain them. There are no access easements running down the sides of homes.

Ms. Hancock stated that her suggestion would be to send the residents a letter that would say they need to remove the improvements by X date. In the previous letter that Counsel sent the private gate could remain, but we stated that they had to stop attaching to the District fence because they are extending past their property line through our property and they must remove all the items that are currently on District property. If they've put shell rock down, removed any of the CDD's landscaping, put a shed in that area, they'll have to back that up back onto their property line. Failure to do that will allow the District to take all legal action necessary to remedy the problem as, as we deem appropriate. The board directed staff to send encroachment letters to all the properties in the field managers' report and ask them to remove their encroachments.

#### TWELFTH ORDER OF BUSINESS Staff Reports

#### A. Attorney

Ms. Hancock stated that there was a recent development up in St. John's county with their aviation Board, or their airport Board, which is a Special District with Sunshine Law violations. When I gave you all my spiel back in November, when you become a government official sitting on the CDD Board, you have to abide by Sunshine Law. That means you cannot talk to each other outside of Board meetings. If you're all in a WhatsApp or a Facebook group, you can't communicate through the same polls or express your opinion on District business. You cannot use other people to get to other Supervisors. I wanted to bring this up because I know all of you are on HOA Boards and District matters could come before you. We do try and notice all of the HOA Board meetings, but you're also on Facebook groups for your community. If you are participating in a Facebook group or on an HOA Board, you cannot communicate about matters that are going to come before the District because your other Supervisors could see it. What's happened in St. John's county is they have actually now been arrested for their Sunshine Law violations. There's a quote from an email from the Board Chairman that says something like, "A Sunshine Law violation is just a slap on a wrist and a fine." Well, they have all now been arrested and booked in St. John's County. I just wanted to express the importance of complying with Sunshine Law. It is tough when you're living in a community, especially with social media. Our firm has a memorandum that I'm going to circulate to you all this afternoon that kind of outlines the risks and whatnot and how you should act. We're not trying to be put a damper on things. We're just trying to protect you all.

Ms. Hancock reminded Board members to complete their ethics training by December 31st.

#### B. Engineer

#### i. Consideration of Work Authorization 2025-2 for Annual Engineer's Report

Ms. Adams stated that this work authorization approves the expense for the annual engineer's report. She noted this report is required annually through the Trust Indentures. The total amount is \$2,000.

On MOTION by Mr. Romero, seconded by Ms. Bridges, with all in favor, Work Authorization 2025-2 for Annual Engineer's Report, was approved.

#### ii. Presentation of Annual Engineer's Report

Ms. Adams stated that the engineer's report asserts that the District's infrastructure is being maintained appropriately and that there is appropriate insurance coverage and budgeting. Mr. Duncan stated that they think the District is operating within good condition.

#### C. Field Manager's Report

Mr. Blanco stated that both Marshall and he have been reviewing the landscaping and the playground. The landscaping has been found in satisfactory conditions and the District's landscaping beds seem to always be regularly detailed. Your crepe myrtles are in bloom and they're thriving within the summer months. Mr. Blanco noted they have been removing solicitation signs both at the entrances and mailbox areas. Staff has also completed playground reviews. He noted an issue on the frame that's not consistent with the rest of the playground, but aside from that it is in satisfactory condition.

Mr. Blanco noted that regarding encroachments, aside from the 180 Taft Drive, I did also find a row of trees that were planted on CDD owned tracts behind 128 Taft Drive as well as an RV that was parked on 132 Taft Drive. The only way to access is to drive on top of CDD property because an RV is not going to fit on the side of the home.

Mr. Blanco noted that the previously reported fence sections that were in need of repairs have been completed. Staff did note separate sections that were knocked down during a separate thunderstorm. Those are currently being scheduled for repairs. On the perimeter walls, both the

concrete and your vinyl fencing have been reviewed. He noted he did receive a proposal to pressure wash both the perimeter fencing and the PVC vinyl fencing.

Ms. Adams stated the amount on the proposal to soft wash vinyl on Forest Lake \$1,000 exterior walls \$1,800. Mr. Blanco stated we broke it down in sections in case the Board wanted to prioritize certain sections.

Mr. Orenstein asked Mr. Blanco to bring back more proposals before they take any action. Ms. Adams suggested reviewing the current landscaping contract scope and proposed scope at next month's meeting and then the Board can decide if they want to go out to bid. They agreed and asked that this be placed on the agenda to review.

#### D. District Manager's Report

#### i. Approval of Check Register

Ms. O'Rourke stated they have the approval of the check register from May 1, 2025 through May 31, 2025 totaling \$102,020.34. A large portion of that is the annual payment to Holly Hill Road East CDD for the CDD's portion of the amenity agreement. She noted that District staff has checked all of these invoices for accuracy.

On MOTION by Mr. Romero, seconded by Mr. Orenstein, with all in favor, the Check Register, was approved.

#### ii. Balance Sheet and Income Statement

Ms. O'Rourke presented the unaudited financials through May 31, 2025. These are for informational purposes only.

#### iii. Consideration of Fiscal Year 2026 Meeting Schedule

Ms. O'Rourke stated that the proposed meeting schedule for Fiscal Year 2026 is the third Tuesday of each month at 11:30 a.m. She noted the Board could modify the meeting schedule later if they decide to change any of those meetings to night meetings or change the meeting location.

On MOTION by Ms. Bridges, seconded by Mr. Romero, with all in favor, the Fiscal Year 2026 Meeting Schedule, was approved.

#### iv. District Goals and Objectives

#### 1. Consideration of Fiscal Year 2026 Goals & Objectives

Ms. O'Rourke stated that the 2026 goals and objectives are the same ones that the Board reviewed and adopted in 2025.

On MOTION by Mr. Romero, seconded by Ms. Bridges, with all in favor, the Fiscal Year 2026 Goals & Objective, was approved.

## 2. Presentation of Fiscal Year 2025 Goals & Objectives and Authorizing the Chair to Execute

Ms. O'Rourke reviewed the 2025 goals and objectives that the Board previously adopted. She noted that the Board is projected to meet all of the goals and objectives that were set.

On MOTION by Mr. Romero, seconded by Mr. Orenstein, with all in favor, the Fiscal Year 2025 Goals & Objectives and Authorizing the Chair to Execute, were approved.

## v. Reminder: Next Meeting – August 11, 2025 at 6:00 PM @ Tom Fellows Community Center

Ms. O'Rourke reminded the Board that the next meeting would be on August 11, 2025 at 6:00 at the Tom Fellows Community Center.

#### THIRTEENTH ORDER OF BUSINESS Other Business

There being no other comments, the next item followed.

### FOURTEENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

Mr. Romero asked for clarification on the Sunshine Law. Ms. Hancock provided further explanation.

#### FIFTEENTH ORDER OF BUSINESS Adjournment

Ms. Adams adjourned the meeting.

| On MOTION by Ms. Bridges, seconded by Mr. Orenstein, with all in favor, the meeting was adjourned. |                        |
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|  | ,                      |
|  |                        |
| Secretary/Assistant Secretary  | Chairman/Vice Chairman |

# SECTION 4

#### **RESOLUTION 2025-14**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT.

**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, being situated entirely within Polk County, Florida; and

**WHEREAS,** the Board of Supervisors of the District (the "**Board**") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, Florida Statutes.

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

SECTION 1. The Board intends to adopt Amended Rules Relating to Parking Enforcement (the "Policy"), a proposed copy of which is attached hereto as Exhibit A. The District will hold a public hearing on such Policy at a meeting of the Board to be held on October 21, 2025, at 11:30 a.m. at the Holiday Inn Winter Haven, 200 Cypress Gardens Boulevard, Winter Haven, Florida 33880.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes* and all prior actions taken for the purpose of publishing notice are hereby ratified.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 11th day of August 2025.

| ATTEST:                       | NORTH BOULEVARD COMMUNIT DEVELOPMENT DISTRICT |  |
|-------------------------------|---|--|
|                               |   |  |
| Secretary/Assistant Secretary | Chairperson, Board of Supervisors             |  |

Exhibit A: Proposed Amended Rules Relating to Parking Enforcement

<u>Exhibit A</u>
Proposed Amended Rules Relating to Parking Enforcement

[Begins on following page.]

# NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT AMENDED AND RESTATED RULES RELATING TO PARKING ENFORCEMENT

| In accordance with Chapter 190, Florida Statutes, and on                     | , 2025, at a duly        |
|--|--------------------------|
| noticed public meeting, the Board of Supervisors of the North Boulevard C    | ommunity Development     |
| District ("District") adopted the following policy to govern parking and p   | arking enforcement on    |
| certain District property (the "Rule" or "Policy"). This Rule repeals and su | persedes all prior rules |
| and/or policies governing the same subject matter.                           |                          |

**SECTION 1. INTRODUCTION.** The District finds that Oversized Vehicles, Vessels Recreational Vehicles, and Abandoned/Broken-Down Vehicles Parked on certain of its property cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Rule is intended to provide the District with a means to remove such Oversized Vehicles, Vessels, Recreational Vehicles, and Abandoned/Broken-Down Vehicles which are Parked in a manner which violates this Rule. This Rule does not govern Parking on private residential lots.

#### SECTION 2. DEFINITIONS.

- **A.** *Vehicle*. Any mobile item which normally uses wheels, whether motorized or not. This term shall include, but shall not be limited to, Oversized Vehicles, Recreational Vehicles, and Abandoned/Broken-Down Vehicles.
  - a. Oversized Vehicle. As used herein, "Oversized Vehicle" shall mean the following:
    - i. Any Vehicle or Vessel heavier or larger in size than a one-ton, dual rear wheel pick-up truck;
    - ii. Motor Vehicles with a trailer attached;
    - iii. Motor coaches/homes;
    - iv. Travel trailers, camping trailers, park trailers, fifth-wheel trailers, semitrailers, or any other kind of trailer;
    - v. Mobile homes or manufactured homes.
  - b. Abandoned/Broken-Down Vehicle. A vehicle that has no license plate, has expired registration, is visibly not operational, or has not moved for a period of seven (7) days.
  - c. *Recreational Vehicle*. A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- **B.** *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. Park(ed)/(ing). A Vehicle or Vessel left unattended by its owner or user or attended by its owner or user but kept stationary for a period of an hour or more.
- D. Tow-Away Zone. District property for which the District is authorized to initiate a towing and/or removal action. Any District property not a Designated Parking Area is a Tow Away Zone.

- E. Overnight. Between the hours of 10:00 p.m. and 6:00 a.m. daily.
- **F.** *Mailbox Parking*. Spots designated for mail pick up.
- SECTION 3. DESIGNATED PARKING AREAS. Parking is permitted only in Designated Parking Areas, as indicated by asphalt markings for Parking spaces or signage and as indicated on the map attached hereto as Exhibit A for certain on-street Parking areas. On-street Parking is expressly prohibited on District roadways except where indicated. Certain Designated Parking Areas may have restrictions on Parking during certain times or for certain types of vehicles and vessels as described herein. 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, property entrances, or fire hydrants and shall Park in the appropriate direction. All drivers are responsible for knowing state and local laws, ordinances, and codes related to Parking. Violations of state or local laws may result in citations, towing, or other legal action as permitted by law.
- **SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES.** All District property which is not explicitly designated for Parking, or which is designated for Parking but subject to restrictions as described herein, shall hereby be established as "Tow-Away Zones."

#### SECTION 5. EXCEPTIONS.

- **A. OVERNIGHT ON-STREET AND OVERFLOW PARKING.** Oversized Vehicles, Recreational Vehicles, and Vessels are not permitted to be Parked on-street or in overflow areas Overnight and shall be subject to towing at owner's expense.
- **B. OVERNIGHT AMENITY PARKING.** Vehicles may Park in the Designated Parking Areas of amenity facilities depicted in **Exhibit A** during the open hours of operations of such amenity facilities, including any District-authorized special events occurring outside of regular hours of operation. Otherwise, no Overnight Parking is permitted at the amenity facilities.
- **C. ABANDONED/BROKEN-DOWN VEHICLES.** Abandoned/Broken-Down Vehicles may not be Parked on District property at any time.
- **D. 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 Parking pass issued by the District.
- E. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES. Delivery vehicles, including but not limited to, U.S.P.S., 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.
- **F. MANNER OF PARKING.** Vehicles and Vessels of any kind may not be Parked such that they utilize additional spaces, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general

public, or the property of same. All Parking must comply with all state and local laws and ordinances.

**G. MAILBOX PARKING.** Mailbox Parking is limited to five (5) minutes. Any cars parked in the Mailbox Parking spots for extended periods of time, including Overnight, shall be subject to towing at owner's expense.

#### SECTION 6. TOWING/REMOVAL PROCEDURES; ENFORCEMENT.

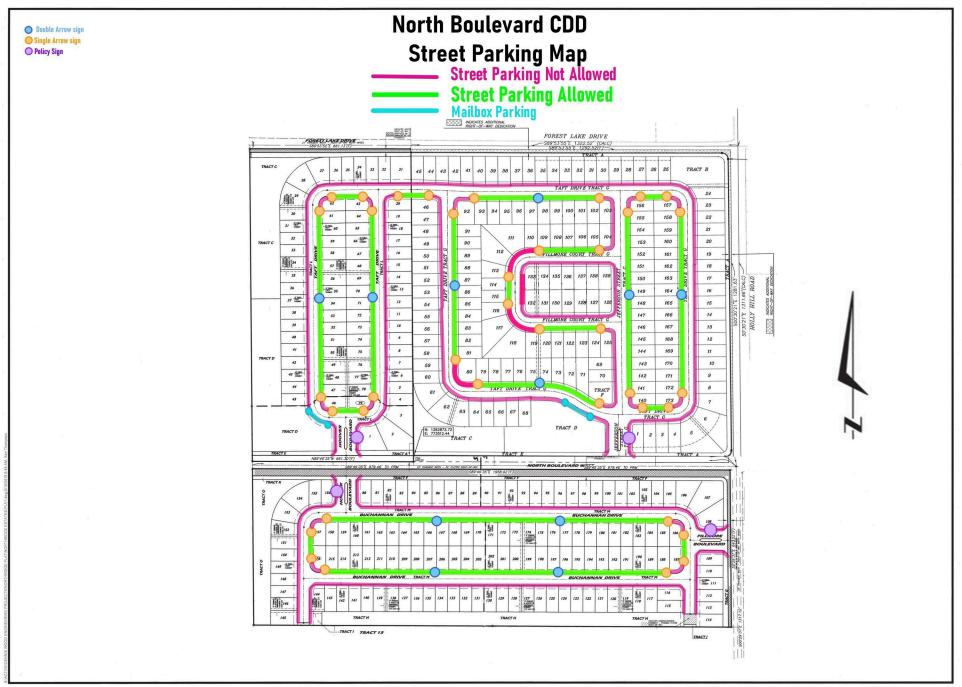
- **A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- **B.** TOWING/REMOVAL AUTHORITY. The District may engage a towing company to tow/remove any Vehicle or Vessel improperly Parked in a Tow-Away Zone at the owner's expense. The Vehicle or Vessel shall be towed/removed by the towing service in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District Manager 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.
- **D. AMENITY SUSPENSION.** The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Rule, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

**SECTION 7. PARKING AT YOUR OWN RISK.** Vehicles, Vessels or Recreational Vehicles may be Parked on District property pursuant to this Rule, provided however that 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 and Parking Enforcement from time to time to designate new Tow-Away Zones or Designated Parking Areas. Such designations of new Tow-Away Zones and Designated Parking Areas are subject to proper signage and notice prior to enforcement of these Rules in such areas.

| EXHIBIT A – Designa | ted Parking Areas |
|---------------------|-------------------|
| Effective date:     | , 2025            |

# SECTION A



# SECTION B

Proposal Date: 8/11/2025



# Governmental Management Services - CF

Maintenance Services Phone: 407-201-1514 Email:

Csmith@gmscfl.com

Bill To/District: North Boulevard CDD Prepared By:

Governmental Management Services- CF,

LLC

219 E. Livingston Street Orlando, FL 32801

Job name and Description

Job Name: Installation of (2) Mailbox Parking Only Signs

Description: Installing (2) "Mailbox Parking Only" signs on 6ft. green, Uchannel

posts by both mailbox areas on Taft Dr.

| Qty | Description  | Unit Price | Line Total |
|-----|--------------|------------|------------|
| 4   | Labor        | \$50.00    | \$400      |
| 1   | Mobilization | \$65.00    | \$65       |
|     | Equipment    |            | \$55       |
|     | Materials    |            | \$282.37   |
|     |              |            |            |
|     |              |            |            |
|     |              |            |            |
|     |              |            |            |
|     |              | Total Due: | \$802.37   |

This Proposal is Valid for 30 days.

| Client Signature: |  |
|-------------------|--|
|                   |  |



Proposed "Mailbox Parking Only" signs for both mailbox areas on Taft Dr.

# SECTION 5

### North Boulevard

### Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

July 18, 2025

Richard Hernandez Neria and Liz Jeannette Hernandez 180 Taft Drive Davenport, FL

Re: 2<sup>nd</sup> Notice of Encroachment into North Boulevard Community Development District Property

Dear Richard Hernandez Neria and Liz Jeannette Hernandez,

It has been brought to the attention of the North Boulevard Community Development District (the "District") that you or others residing in your home have installed prohibited items on District-owned property. The unapproved installations are a fence on District property, which attaches to a District fence, and a private gate in a District fence. The addition of any personal property, including but not limited to, man-made objects, plants, trees, and ornamental items, is strictly prohibited as this area is District-owned property. Man-made objects include, but are not limited to, fences, planters, outdoor furniture, bird houses, garden borders, pavers, steps, and all other man-made objects. Please see the attached photos for reference.

The purpose of notifying homeowners regarding this issue is to ensure the integrity of this area is not compromised. Please remove all personal property and fencing and return the area to the condition prior to installation of fencing within forty-five (45) days of the date of this letter, by September 1<sup>st</sup>, 2025. Please remove the private gate that is attached to District property. Any unauthorized landscaping or other improvements remaining on District property after that date, or installed in the future, may be removed by the District, and the cost thereof charged to the responsible resident. Also, remember that absolutely no maintenance by residents, such as clearing vegetation, mowing, trimming, planting or any other type of activity, is allowed on District property without prior authorization by the District. Once the fence is removed, the landscaping on District property must be restored to its original form at the cost of the resident. We are requesting a plan of action to be submitted to the District within thirty (30) days of the date of this letter, August 18<sup>th</sup>, 2025, to show how you plan to remove the encroachment on District property.

If you have concerns or questions regarding this issue, or the maintenance of the District property, please do not hesitate to contact me at (407) 841-5524 ext. 138. Thank you for your assistance on this matter.

Regards,

Tricia L. Adams

Tricia L. Adams District Manager

Governmental Management Services - Central Florida, LLC

Office Telephone: (407) 841-5524 ext. 138

Cellular Telephone: (863) 241-8050

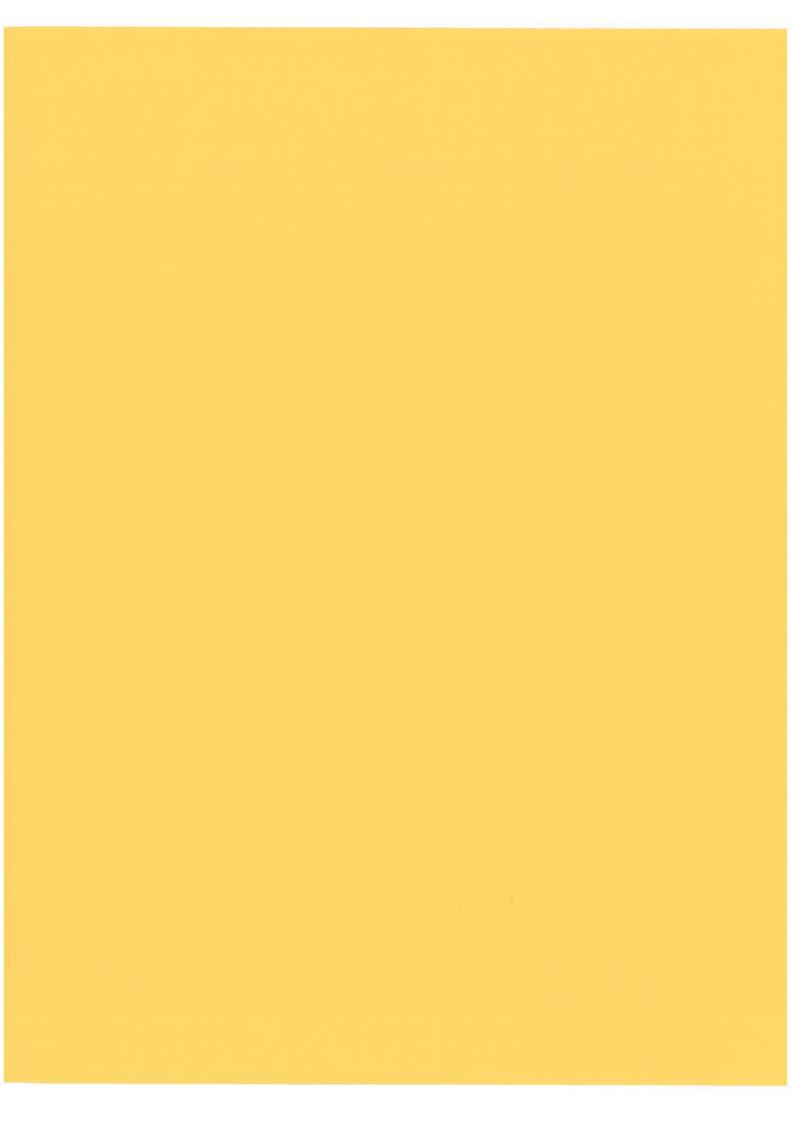
Email: tadams@gmscfl.com











## North Boulevard

## Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

July 23rd, 2025

Dailys Gonzalez Valdez and Jesus Magana Morfin 128 Taft Drive Davenport, FL

Re: 2<sup>nd</sup> Notice of Encroachment into North Boulevard Community Development District Property

Dear Dailys Gonzalez Valdez and Jesus Magana Morfin,

It has been brought to the attention of the North Boulevard Community Development District (the "District") that you or others residing in your home have installed prohibited items on District-owned property. The unapproved installations are several trees on District property. The addition of any personal property, including but not limited to, man-made objects, plants, trees, and ornamental items, is strictly prohibited as this area is District-owned property. Man-made objects include, but are not limited to, fences, planters, outdoor furniture, bird houses, garden borders, pavers, steps, and all other man-made objects. Please see the attached photos for reference.

The purpose of notifying homeowners regarding this issue is to ensure the integrity of this area is not compromised. Please remove all personal property, planted trees and landscaping that was added and return the area to the condition prior to installation within forty-five (45) days of the date of this letter, September 6<sup>th</sup>, 2025. Any unauthorized landscaping or other improvements remaining on District property after that date, or installed in the future, may be removed by the District, and the cost thereof charged to the responsible resident. Also, remember that absolutely no maintenance by residents, such as clearing vegetation, mowing, trimming, planting or any other type of activity, is allowed on District property without prior authorization by the District. Once the trees are removed, the landscaping on District property must be restored to its original form at the cost of the resident. We are requesting a plan of action to be submitted to the District within thirty (30) days of the date of this letter, August 23<sup>rd</sup>, 2025, to show how you plan to remove the encroachment on District property.

If you have concerns or questions regarding this issue, or the maintenance of the District property, please do not hesitate to contact me at (407) 841-5524 ext. 138. Thank you for your assistance on this matter.

Regards,

Tricia L Adams

Tricia L. Adams District Manager

Governmental Management Services - Central Florida, LLC

Office Telephone: (407) 841-5524 ext. 138

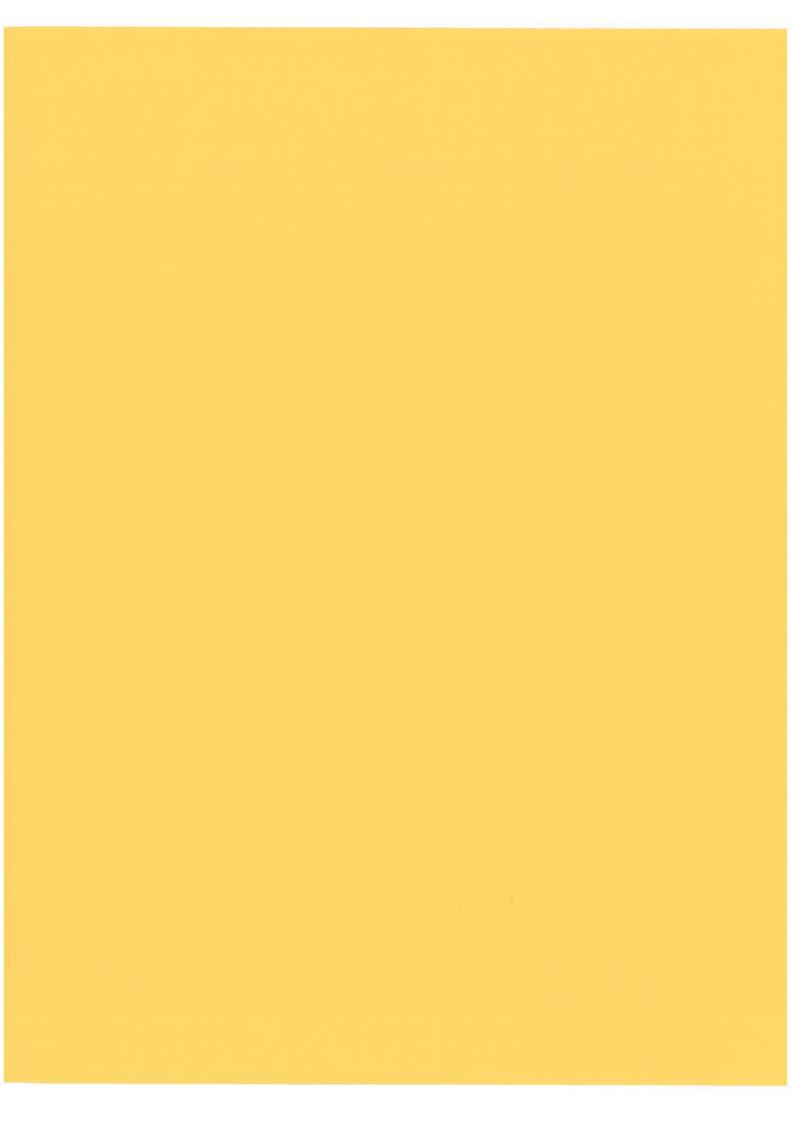
Cellular Telephone: (863) 241-8050 Email: tadams@gmscfl.com

# North Boulevard Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

CC: Savannah Hancock, District Counsel (via e-mail only)





## North Boulevard

## Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

February 26, 2024

Joahna Saberon Duhamel 132 Taft Drive Davenport, FL

Re: Encroachment into North Boulevard Community Development District Property

Dear Joahna Saberon Duhamel,

It has been brought to the attention of the North Boulevard Community Development District (the "District") that you or others residing in your home have recently installed prohibited items on District-owned property. The unapproved installations are hardscape castoff material and a man-made structure located on a CDD Tract. The addition of any personal property, including but not limited to, man-made objects, plants, trees, and ornamental items, is strictly prohibited as this area is District-owned property. Man-made objects include, but are not limited to, planters, outdoor furniture, bird houses, garden borders, pavers, steps, and all other man-made objects. Please see the attached photos for reference.

Additionally, the installation of any natural or man-made materials on maintenance easements is also strictly prohibited. The purpose of these maintenance easements is to provide perpetual access to District open space, drainage areas and stormwater tracts to properly maintain District property.

The purpose of notifying homeowners regarding this issue is to ensure the integrity of this area is not compromised. Please remove all personal property, castoff material, and man-made items from this area by March 18, 2024. Any unauthorized landscaping or other improvements remaining on District property after that date, or installed in the future, may be removed by the District, and the cost thereof charged to the responsible resident. Also, remember that absolutely no maintenance by residents, such as clearing vegetation, mowing, trimming, planting or any other type of activity, is allowed on District property without prior authorization by the District.

If you have concerns or questions regarding this issue, or the maintenance of the District property, please do not hesitate to contact me at (407) 841-5524 ext. 138. Thank you for your assistance on this matter.

Regards,

Tricia L. Adams

Tricia L. Adams District Manager

Governmental Management Services - Central Florida, LLC

Office Telephone: (407) 841-5524 ext. 138

Cellular Telephone: (863) 241-8050

Email: tadams@gmscfl.com

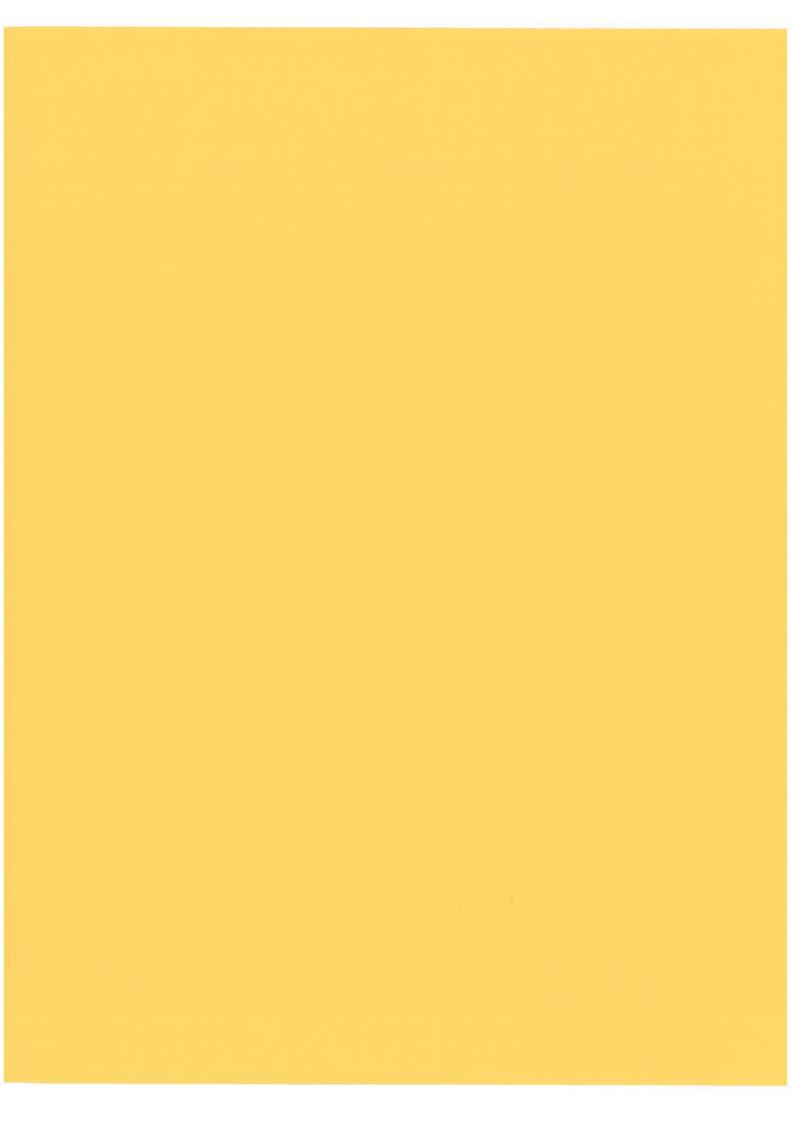












CONCRETE MONUMENT AND CAP "PRM LB-8135" FCM - FOUND CONCRETE MONUMENT AS NOTED

 FIR — FOUND IRON ROD AS NOTED O FIP — FOUND IRON PIPE AS NOTED

▲ RRS — FOUND RAILROAD SPIKE AS NOTED

(12) = CURVE - SEE CURVE DATA

 $\epsilon$  = CENTERLINE (RAD) = RADIAL(NR) = NON-RADIAL NO./# = NUMBER

PG = PAGE

R/W = RIGHT - OF - WAYCONC. = CONCRETE $D/\Delta = CENTRAL ANGLE (DELTA)$ Ŕ= RADIUS L= ARC LENGTH T= TANGENT LENGTH I.D. = IDENTIFICATION O.R. = OFFICIAL RECORDS CH= CHORD DISTANCE PB = PLAT BOOK CB= CHORD BEARING

PGS = PAGESN&D = NAIL AND DISKPK = PARKER KALON NAILFEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY (F) = INFORMATION AS MEASURED BETWEEN FIELD MONUMENTATION (L) = INFORMATION PER LEGAL DESCRIPTION

(CALC) = INFORMATION CALCULATED FROM FIELD MEASUREMENTS

## **SURVEYOR'S NOTES:**

BEARINGS BASED ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST HAVING A GRID BEARING OF SOUTH 89'39'45" EAST BETWEEN FIELD

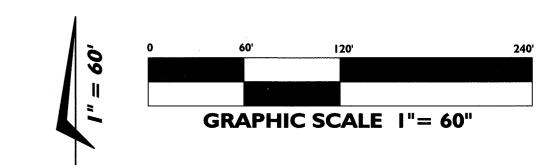
 $\pm$  = MORE OR LESS / PLUS OR MINUS

- UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB—8135" MONUMENTATION SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINE WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.
- THIS PLAT IS BASED ON A RECENT SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
- 4. P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A PK-NAIL AND DISC "LB-8135" UNLESS
- LANDS IN THE VICINITY OF THE DRAINAGE/RETENTION AREAS AND SWALES MAY BE SUBJECT TO TEMPORARY STANDING WATER WHEN CONDITIONS DECREASE THE RATE OF PERCOLATION AND DRAINAGE
- PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF VEGETATION (MOWING) IN THE RETENTION AREAS AND DRAINAGE SWALES LYING WITHIN THEIR RESPECTIVE LOT AND THE DESIGN IS TO BE LEFT 7. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH FLORIDA
- 8. THE PLATTED LANDS ARE LOCATED WITHIN FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP FOR POLK COUNTY; COMMUNITY PANEL NUMBER 12105C0220 G, EFFECTIVE DATE OF
- 9. THE PLATTED LANDS ARE SUBJECT TO THAT CONSTRUCTION AND ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 10244, PAGE 2182, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
- NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT BONDS, SERIES 2017 AS RECORDED IN OFFICIAL RECORDS BOOK 10304, PAGES 1753—1756, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CURVE TABLE

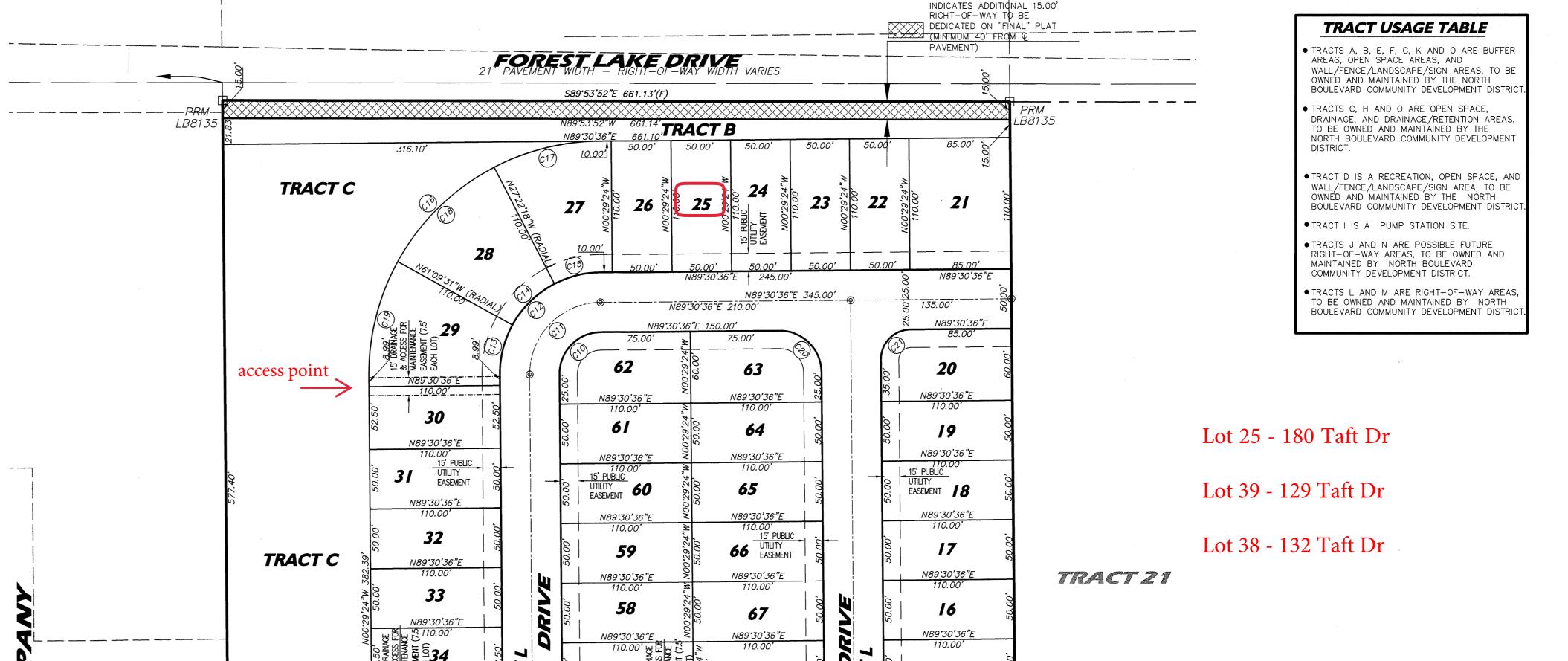
# NORTHRIDGE ESTATES

A REPLAT OF TRACTS 19, 20, 29 AND 30 IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF HOLLY HILL GROVE AND FRUIT COMPANY AS RECORDED IN PLAT BOOK 22, PAGE 11 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A REPLAT OF TRACT 3 THROUGH 8, INCLUSIVE IN THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, AS RECORDED IN PLAT BOOK 3, PAGE 60, BOTH FOUND IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA IN THE CITY OF HAINES CITY, POLK COUNTY, FLORIDA.



PLAT BOOK NT PAGE

SHEET 3 OF 5



Si& ACCESS FOR 78

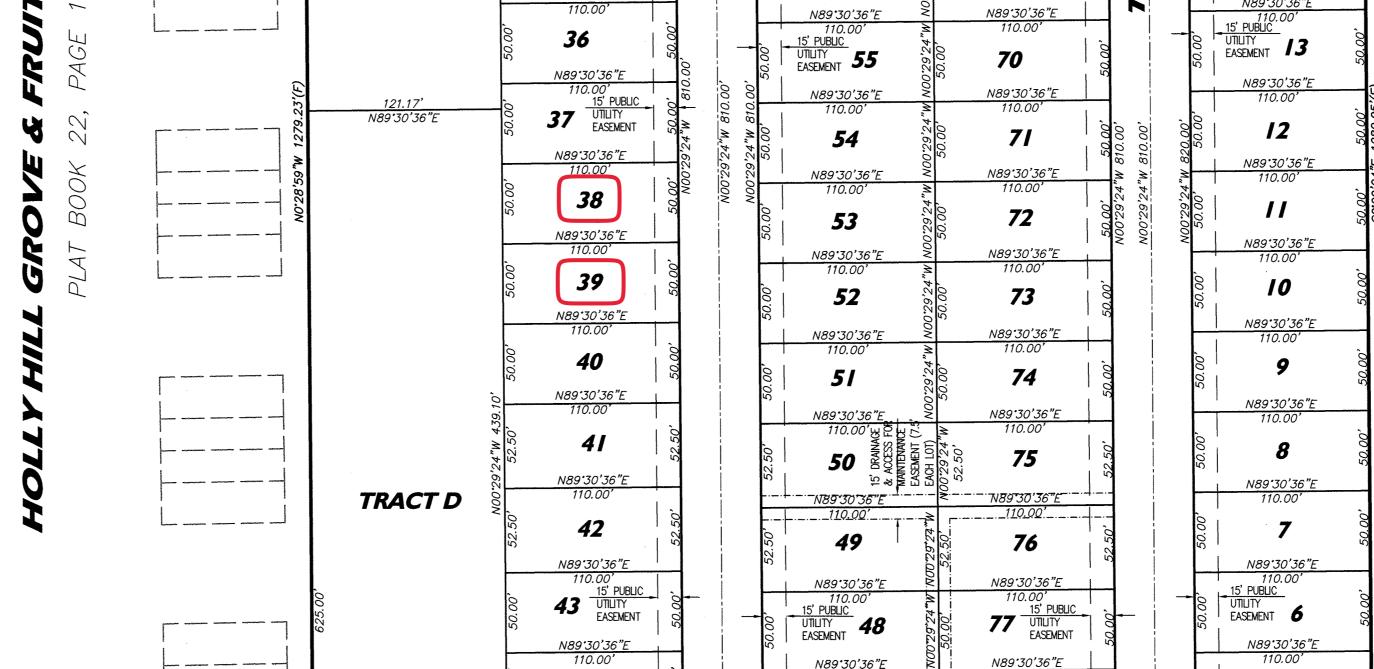
*75.00*'

EASEMENT

N89'30'36"E = 150.00'

|           | CURVE TABLE  |               |         |         |               |  | CURVE TABLE |             |                |         |         |               |
|-----------|--------------|---------------|---------|---------|---------------|--|-------------|-------------|----------------|---------|---------|---------------|
| CURVE     | DELTA        | RADIUS        | LENGTH  | CHORD   | CHORD BEARING |  | CURVE       | DELTA       | RADIUS         | LENGTH  | CHORD   | CHORD BEARING |
| C1        | 090*39'49''' | 25.00'        | 39.56'  | 35.56'  | N44°50'30"E   |  | C37         | 090*00'00"  | 35.00'         | 54.98'  | 49.50'  | N44°49'35"W   |
| C2        | 076°00'09"   | 25.00'        | 33.16'  | 30.78'  | N52*10'20"E   |  | C38         | 090*00'00"  | 60.00'         | 94.25   | 84.85   | N44°49'35"W   |
| C3        | 014°39'40"   | 25.00'        | 6.40'   | 6.38'   | N06°50'26"E   |  | C39         | 080*04'16"' | 85.00°         | 118.79  | 109.35  | N49°47'27"W   |
| C4        | 089*59'09"'  | 26.00'        | 40.83   | 36.76'  | N45°28'59"W   |  | C40         | 028°57'55"  | 85.00'         | 42.97'  | 42.51   | N75°20'38"W   |
| C5        | 089*59'09"   | 85.00°        | 133.50' | 120.19  | S45°28'59"E   |  | C41         | 028*37'56"  | 85.00'         | 42.48'  | 42.04'  | N46°32'43"W   |
| C6        | 082*13'04"   | 85.00'        | 121.97' | 111.77' | S49*22'01"E   |  | C42         | 022*28'26"  | 85.00'         | 33.34   | 33.13'  | N20*59'32"W   |
| <i>C7</i> | 007*46'04"   | 85.00'        | 11.52'  | 11.51'  | S04*22'26"E   |  | C43         | 080*11'35"  | 25.00'         | 34.99   | 32.20'  | S49*43'48"E   |
| C8        | 090°00'00"   | 60.00'        | 94.25   | 84.85   | S45*29'24"E   |  | C44         | 090°40′47"′ | 25.00'         | 39.57'  | 35.56   | N44°50'01"E   |
| C9        | 090°00'00"   | 35.00'        | 54.98'  | 49.50'  | S45*29'24"E   |  | C45         | 018*43'18"  | 25.00'         | 8.17'   | 8.13'   | N80°48'45"E   |
| C10       | 090*00'00"   | 35.00'        | 54.98'  | 49.50'  | S44°30'36"W   |  | C46         | 071*57'29"  | 25.00'         | 31.40'  | 29.37   | N35*28'22"E   |
| C11       | 090°00'00"   | 60.00'        | 94.25   | 84.85   | S44°30'36"W   |  | C47         | 089*19'13"  | 25.00'         | 38.97   | 35.14   | N45*09'59"W   |
| C12       | 090*00'00"   | 85.00'        | 133.52' | 120.21' | S44*30'36"W   |  | C48         | 089°19'13"' | 10.00'         | 15.59   | 14.06'  | N45*09'59"W   |
| C13       | 029*19'53"   | <i>85.00'</i> | 43.51'  | 43.04   | S14°10'32"W   |  | C49         | 089*19'13"' | 25.00'         | 38.97'  | 35.14   | N45*09'59"W   |
| C14       | 033°42'13"'  | 85.00'        | 50.00'  | 49.28'  | S45°41'35"W   |  | C50         | 075*07'15"' | 25.00'         | 32.78'  | 30.48   | N38*04'00"W   |
| C15       | 026*57'54"   | 85.00'        | 40.00'  | 39.64   | S76°01'39"W   |  | C51         | 014*11'58"  | 25.00'         | 6.20'   | 6.18'   | N82*43'37"W   |
| C16       | 090*00'00"   | 195.00'       | 306.31  | 275.77  | S44°30′36″W   |  | C52         | 090°00'00"  | 25.00'         | 39.27'  | 35.36'  | S45°10'25"W   |
| C17       | 026*57'54"'  | 195.00'       | 91.77'  | 90.93   | S76*01'39"W   |  | C53         | 090.00,00,  | 35.00'         | 54.98'  | 49.50'  | N45°1.0′25″E  |
| C18       | 033°42'13"'  | 195.00'       | 114.71  | 113.06  | S45°41'35"W   |  | C54         | 090*00'00"  | 25.00'         | 39.27'  | 35.36'  | N44*49'35"W   |
| C19       | 029*19'53""  | 195.00'       | 99.83'  | 98.74   | S14°10'32"W   |  | C55         | 090*00'00"  | 25.00'         | 39.27'  | 35.36'  | S45°10'25"W   |
| C20       | 090°00'00''' | 35.00'        | 54.98'  | 49.50'  | N45°29'24"W   |  | C56         | 090*00'00"  | 35.00'         | 54.98'  | 49.50'  | S44°49'35"E   |
| C21       | 090°00'00"   | 25.00'        | 39.27   | 35.36'  | S44°30'36"W   |  | C57         | 090*00'00"  | 35.00'         | 54.98'  | 49.50'  | S45°10'25"W   |
| C22       | 090°00'00''' | 35.00'        | 54.98'  | 49.50'  | N44°30'36"E   |  | C58         | 090°00'00"  | 60.00'         | 94.25   | 84.85   | S45°10'25"W   |
| C23       | 090°00'00"   | 60.00'        | 94.25   | 84.85   | N44°30'36"E   |  | C59         | 090*00'00"  | 85.00'         | 133.52' | 120.21  | S45°10'25"W   |
| C24       | 090°00'00''' | 85.00'        | 133.52' | 120.21' | N44°30'36"E   |  | C60         | 009*18'37"  | 85.00'         | 13.81'  | 13.80'  | S04°49'43"W   |
| C25       | 010°09'51"'  | 85.00'        | 15.08'  | 15.06'  | NO4°35'31"E   |  | C61         | 028*38'49"' | 85.00'         | 42.50'  | 42.06'  | S23*48'26"W   |
| C26       | 027°06'30"'  | 85.00'        | 40.22'  | 39.84'  | N23°13'42"E   |  | C62         | 024°11′29"  | 85.00°         | 35.89   | 35.62'  | S50°13'36"W   |
| C27       | 028°38'49"'  | 85.00°        | 42.50'  | 42.06'  | N51°06'22"E   |  | C63         | 027*51'04"' | <i>85.00</i> ' | 41.32'  | 40.91   | S76°14'52"W   |
| C28       | 024°04'49"   | 85.00'        | 35.72'  | 35.46'  | N77°28'11"E   |  | C64         | 090°00'00"  | 25.00'         | 39.27'  | 35.36'  | N45°10'25"E   |
| C29       | 090°00'00"   | 25.00'        | 39.27'  | 35.36   | S44*30'36"W   |  | C65         | 090*00'00"  | 25.00'         | 39.27'  | 35.36'  | N44°49'35"W   |
| C30       | 089°20′11‴   | 25.00'        | 38.98'  | 35.15   | S45*09'30"E   |  | C66         | 023*34'41"' | 25.00'         | 10.29   | 10.22'  | N11°36'56"W   |
| C31       | 010°59'07''' | 25.00'        | 4.79'   | 4.79'   | S05*58'58"E   |  | C67         | 066*25'19"  | 25.00'         | 28.98'  | 27.39'  | N56°36'56"W   |
| C32       | 078°21′04‴   | 25.00'        | 34.19'  | 31.58'  | S50*39'03"E   |  | C68         | 090°00'00"  | 195.00'        | 306.31  | 275.77' | S45°10'25"W   |
| C33       | 090'00'00"   | 25.00'        | 39.27'  | 35.36'  | S45°10'25"W   |  | C69         | 011*45'00"  | 195.00'        | 39.99'  | 39.92'  | S84°17'55"W   |
| C34       | 066*25'19"'  | 25.00'        | 28.98'  | 27.39'  | S56*57'45"W   |  | C70         | 040°17′34‴  | 195.00'        | 137.13' | 134.32' | S58*16'38"W   |
| C35       | 023°34′41‴   | 25.00'        | 10.29   | 10.22'  | S11*57'45"W   |  | C71         | 028*38'49"  | 195.00'        | 97.50'  | 96.48   | S23°48'26"W   |
| C36       | 090°00'00"   | 25.00'        | 39.27'  | 35.36   | S44*49'35"E   |  | C72         | 009*18'37"  | 195.00'        | 31.69   | 31.65   | S04°49'43"W   |

CURVE TABLE



N89'30'36"E

access point

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**SEE SHEET 4** 

NOTICE:

SEE SHEET 4

HIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OF DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THI

PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



1925 Bartow Road, Suite 101, Lakeland, Florida 33801 (863) 904-4699 - kthompson@platinumsurveying.com STATE OF FLORIDA AUTHORIZATION FOR: SURVEYING AND MAPPING BUSINESS - LB 8135 KENNETH W. THOMPSON REGISTRATION NO. 4080

## SECTION 6

## SECTION A

## LANDSCAPE MAINTENANCE AND IRRIGATION INSPECTION AGREEMENT BY AND BETWEEN NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT AND PRINCE AND SONS, INC.

**THIS AGREEMENT** ("**Agreement**") is made effective of the 20<sup>th</sup> day of April, 2023, by and between:

**NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"); and

**PRINCE AND SONS INC.,** a Florida corporation, with a mailing address of 200 South F Street, Haines City, Florida 33844 (the "**Contractor**" and, together with the District, the "**Parties**").

## **RECITALS**

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District desires to retain an independent contractor to provide services for those lands highlighted in green on the location map ("Services Area Map"), attached hereto as Exhibit A to this Agreement; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance and irrigation contractor and has agreed to provide to the District those services as more particularly described in Contractor's proposal attached hereto as Composite Exhibit B, and incorporated herein ("Services"); and

**WHEREAS**, the District finds that entering into this Agreement with Contractor to provide Services is in the best interest of the District.

**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:

**SECTION 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 Agreement.

## SECTION 2. DESCRIPTION OF WORK AND SERVICES.

**A.** The District desires that the Contractor provide professional Services within presently accepted industry standards. Upon all Parties executing this

- Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and the Exhibits attached hereto.
- **B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services to the sole satisfaction of the District.
- **C.** The Contractor shall provide the specific professional Services as described in Paragraph 3 of this Agreement.

**SECTION 3. SCOPE OF SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in this Agreement and the attached **Composite Exhibit B**. Contractor agrees to provide such Services for the lands identified by highlights in the Service Area Map attached hereto as **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all Services by the Contractor under this Agreement and related to this Agreement, including any additional services or work authorized by an amendment, addendum or work authorizations issued pursuant to this Agreement, shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any written amendment, addenda or work authorization but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- **B.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the Services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager and his or her representative to act as the District's representative.
- (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- **D.** In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- **E.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- **F.** Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements, among any other applicable regulations.

## SECTION 5. COMPENSATION; TERM.

- A. As compensation for Services described in this Agreement, the District agrees to pay the Contractor Four Thousand Nine Hundred Five Dollars and No Cents (\$4,905.00) per month for an annual total of Fifty Eight Thousand Eight Hundred Sixty Dollars and No Cents (\$58,860.00), as more particularly set forth in Composite Exhibit B. Work shall commence upon execution of this Agreement and shall continue through September 30, 2023, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below.
- **B.** This Agreement may be renewed for five (5) additional one (1)-year terms by a written agreement duly executed by the Parties, at the prices provided in Section 5(A) above. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.
- C. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services in accordance with the unit

prices set forth in Composite Exhibit B or upon a negotiated price between the Parties. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, work authorization(s) or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Exhibit, or, if not identified, as negotiated between the District and the Contractor.

- D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

## **SECTION 6. INSURANCE.**

- **A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than

\$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

- (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## SECTION 7. INDEMNIFICATION.

- **A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- **B.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for

injuries, death, property damage or of any nature, arising out of, or in connection with, wholly or in part by, the work to be performed by Contractor. Contractor 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. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

- **SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- **SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
- **SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- **SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be null and void.
- SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- **SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. Exhibits attached hereto are provided to clarify the terms of the Agreement. To the extent that any terms and provisions of Exhibit A and Composite Exhibit B conflict with the terms and provisions of this Agreement, this Agreement shall control.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement 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 instrument.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** North Boulevard Community

**Development District** 

c/o Governmental Management Services

219 East Livingston Street Orlando, Florida 32801 Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303

Attn: District Counsel

**B. If to the Contractor:** Prince and Sons Inc.

200 South F Street

Haines City, Florida 33844

Attn: Ian Prince

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District

and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

SECTION 25. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Governmental Management Services - Central Florida, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 this Agreement's term and following the contract term if the Contractor 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 Contractor'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 the Contractor, the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524,

## RECORDREQUEST@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

**SECTION 26. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 27. FOREIGN INFLUENCE.** Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

**SECTION 28. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 29. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 30. SCRUTINIZED COMPANIES STATEMENT**. The Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with

Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 31. COUNTERPARTS.** This Agreement 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.

[Signature page follows]

**IN WITNESS WHEREOF,** the Parties execute this Agreement to be effective on the day and year first written above.

## NORTH BOULEVARD COMMUNITY DEVELOPMENT DISTRICT

Adam Klinehart

Vice/Chairperson, Board of Supervisors

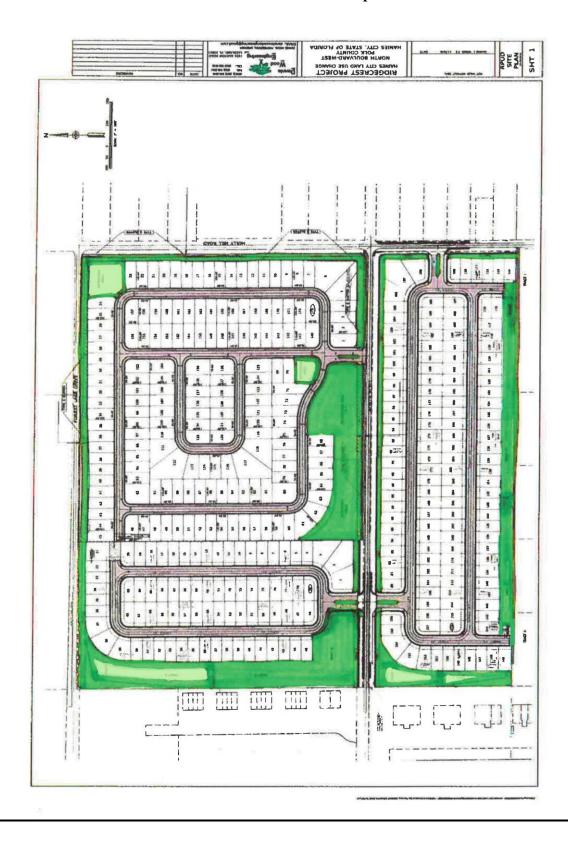
**PRINCE AND SONS INC.,** a Florida corporation

Lucas Martin<sub>/P</sub>

**Exhibit A:** Service Area Location Map

**Composite Exhibit B:** Scope of Services

Exhibit A
Service Area Location Map



## Composite Exhibit B Scope of Services

[North Boulevard CDD] | GMS

## [North Boulevard CDD]

## LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

## General Services- Component "A"

## **Turf Maintenance**

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

## Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"-3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

### **Edging**

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

## String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles,and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

## **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

## Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

## Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

## **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12' is included in the scope of the work. If pruning is required above the height of 12', contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8' of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

## **Weed Control**

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

## **Trash Removal**

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

### **Policing**

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

## Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

## Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

## Component "B" - Turf Care Program

### ST. AUGUSTINE

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule - St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- · March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control October: Heavy fall granular fertilization and broadleaf weed/disease control

## Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

## BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

#### Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash weeds as necessary, inspect/treat fungal activity.

### Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

## Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

## Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

## Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

## Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

## Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

## Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

## **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

## **Warranty**

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

## Component "D" - Irrigation Maintenance

#### Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

## **Specifications**

- Activate each zone of the system.
- · Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- · Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections
  will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall
  landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A
  description of the problem, its location and estimated cost should be included. All repairs must
  be approved by the CDD representative prior to initiating any work. It is up to CDD
  management's discretion to allow contractor to proceed with repairs at an agreed threshold
  without prior approval.

### **Service Calls**

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

## Component "E" - Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

## E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

### **Schedule**

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be  $4\frac{1}{2}$  individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

## **Installation**

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

#### Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed - free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

## Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

## E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

### **Schedule**

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

#### Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2" depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

## E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

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#### [North Boulevard CDD] Landscape Fee Summary

Contractor: Prince and Sons, Inc

Property: North Boulevard CDD

Address: 200 South F Street

Address: 219 E. Livingston St.

Orlando, Florida,

Haines City, FL 33844 Phone: (863) 422-5207

32801 Phone: (407) 346 - 2453

Contact: Lucas Martin Email: Lmartin@princeandsonsinc.com Contact: Marshall Tindall Email: mtindall@gmscfl.com

|                                    | JAN     | FEB            | MAR             | APRIL   | MAY            | JUN     | JUL     | AUG     | SEP             | ост             | NOV            | DEC             | TOTAL           |
|------------------------------------|---------|----------------|-----------------|---------|----------------|---------|---------|---------|-----------------|-----------------|----------------|-----------------|-----------------|
| ESSENTIAL SERVICES A-D             |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| (Compnent A) -                     | 3,400   | 3,400          | 3,400           | 3,400   | 3,400          | 3,400   | 3,400   | 3,400   | 3,400           | 3,400           | 3,400          | 3,400           | \$40,800        |
| Mowing/Detailing                   |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| TURF CARE                          |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| (Component B)                      |         |                |                 |         |                |         |         |         |                 |                 |                |                 | \$0             |
| Bahia/St Augustine/Zoysia          |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| TREE/SHRUB CARE                    |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| (Component C)                      | 90      | 90             | 90              | 90      | 90             | 90      | 90      | 90      | 90              | 90              | 90             | 90              | \$1,080         |
| Tree/Shrub Fert                    |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| IRRIGATION MAINT.                  |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| (Component D)                      | 540     | 540            | 540             | 540     | 540            | 540     | 540     | 540     | 540             | 540             | 540            | 540             | \$6,480         |
|                                    |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| ANNUAL CHANGES - None at this time |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| (Component E.1)                    |         |                |                 |         |                |         |         |         |                 |                 |                |                 | \$0             |
| Per Annual Pricing:                | Count:  |                |                 | Count:  |                |         | Count:  |         |                 | Count:          |                |                 |                 |
| BED DRESSING - Estimate mulch yds  |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| (Component E.2)                    |         |                |                 |         | 6,500          |         |         |         |                 |                 | 4,000          |                 | \$10,500        |
| Per Yard Pricing:\$50              |         |                |                 |         | 130 Mulch Yds  |         |         |         |                 |                 | 80 Mulch Yds   |                 |                 |
| PALM TRIMMING                      |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| (Component E.3) Per Palm Price:    |         |                |                 |         |                |         |         |         |                 |                 |                |                 | \$0             |
| Palm counts:                       |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
|                                    |         |                |                 |         |                |         |         |         |                 |                 |                |                 |                 |
| TOTAL FEE BED MONTH.               | 44.000  | ****           | ****            | *****   | 440 500        | 44.000  | ****    | ****    | 44.000          | ****            | 40.000         | ****            | 450,000         |
| TOTAL FEE PER MONTH:               | \$4,030 | \$4,030        | \$4,030         | \$4,030 | \$10,530       | \$4,030 | \$4,030 | \$4,030 | \$4,030         | \$4,030         | \$8,030        | \$4,030         | \$58,860        |
| Clat Can Cabadula                  | *4.005  | <b>*</b> 4.005 | <b>\$4.00</b> F | 64.005  | <b>*</b> 4.005 | 64.005  | ****    | \$4.00F | 64.005          | <b>\$4.00</b> F | <b>*</b> 4.005 | <b>\$4.00</b> 5 | <b>\$50.000</b> |
| Flat Fee Schedule                  | \$4,905 | \$4,905        | \$4,905         | \$4,905 | \$4,905        | \$4,905 | \$4,905 | \$4,905 | <b>\$4,</b> 905 | \$4,905         | \$4,905        | \$4,905         | \$58,860        |

| Essential Services<br>Mowing/Detailing/Irrigation/Fert and Pest | \$48,360 |
|---|----------|
| Extra Services<br>Annual Changes, Palm Pruning, Mulch           | \$10,500 |
|   |          |

TOTAL \$58,860.00

# SECTION B

# North Boulevard CDD

# LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

# General Services- Component "A"

# **Turf Maintenance**

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

# **Mowing**

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

Irrigated common area turf of all turf types (St Augustine, Zoysia, Bermuda, Irrigated Bahia) shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated bahia and pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Bermuda turf shall be cut at a height of no more than 2.5". Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger **discharging clippings away from the water**. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum. Additional pond edge string trimming can be requested as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

# <u>Edging</u>

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

# **String Trimming**

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles,and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be moved or string trimmed to the natural water's edge during every other moving cycle at minimum.

## **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to not disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

### **Damage Prevention/Repair**

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

# Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 52 times per year to

accomplish the full amount of detail rotations. The size and duration the detail crew is onsite should depend on the extent needed to accomplish the rotation.

# **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet and palms up to 15' is included in the scope of the work. If pruning is required above the height of 12 feet for non palms, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. Palm pruning of palms over 15' is defined in **Component E.3.** 

The branching height of trees shall be raised only for the following reasons:

- 1. Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas.
- 2. Maintain clearance from shrubs in bed areas.
- 3. Improve visibility in parking lots and around entries. Extra care should be taken when considering sight lines on the road and the vendor should report any identified visibility concerns to CDD management.
- 4. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to the branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- 5. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

# **Weed Control**

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

# **Trash Removal**

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

# **Policing**

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with a supplemental proposal.

As needed, the contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

### Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. The contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management, the contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meetings as needed or requested by CDD management.

# Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

# Component "B" - Turf Care Program - Fertilization and Pest Control

# **Application Maintenance Information**

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

The irrigation system will be fully operational prior to any fertilizer application.

Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, and other relevant factors based on turf types. Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

# St. Augustine

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
- October: Heavy fall granular fertilization and broadleaf weed/disease control

## **Application Requirements: ST AUGUSTINE**

Contractor will submit a schedule of materials to be used under this program along with application rates. The annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

# BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

## **Application Requirements: BAHIA**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

## Bermuda - SPORTS Field

**Application Schedule** – Minimum schedule, if more is needed it is up to the contractor to recommend.

- January:Liquid or granular Fertilization Disease & Insect Control
- February:Liquid or granular Fertilization
- March: Core Aeration
- April: Liquid or granular Fertilization Sedge & Broadleaf Weed Control/Disease & Insect Control
- June: Disease & Insect Control as needed.
- July: Liquid or granular Fertilization
- August: Sedge & Broadleaf Weed Control/Disease & Insect Control
- September: Liquid or granular Fertilization
- October: Disease & Insect Control
- December: Liquid or granular Fertilization

## Bermuda - Standard

**Application Schedule** – Minimum schedule, if more is needed it is up to the contractor to recommend.

- January:Liquid or granular Fertilization Disease & Insect Control
- March: Spring Granular fertilization with broadleaf weed control, insect and disease control
- May: Slow release with Weed Control
- July: Slow Release (Nitrogen) with insect and weed control
- October: Liquid or Granular and Disease & Insect Control

# **Application Requirements: BERMUDA**

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the

requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

# Zoysia

**Application Schedule** - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary.
- July:Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash weeds as necessary, inspect/treat fungal activity.

# **Application Requirements: ZOYSIA**

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

# General

### Insect/Disease Control - ALL TURF

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing settings of irrigation timers and should always have the irrigation times adjusted and set appropriately based on turf type and season.

Supplemental insecticide applications will be provided by the contractor when the contractor identifies a need for supplemental programs in order to control pests.

Contractor will provide recommendations for TopChoice applications when needed. They will also keep ant bait treatment on mowers or detail vehicles for spot treatment. Ants should be treated near any walking or amenity areas or common use areas such as parks.

# **Weed Control - ALL TURF**

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, wild Bermuda, Alexander and Dove

grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

## Warranty - ALL TURF

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. The contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

# Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

# **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

## **Insect/Disease Control**

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

# **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud Drench and or OTC Injections for potential disease and infestation. Only those treatments relevant to the variety of palm should be included.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

## **Warranty**

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by the contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

# Component "D" - Irrigation Maintenance

### Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis

completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

# **Specifications**

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controllers to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone.
- Repairs that become necessary and that are over and above the routine monthly inspections
  will be done on a time and material basis. Hourly irrigation repair rates will be defined in the
  overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A
  description of the problem, its location and estimated cost should be included. All repairs must
  be approved by the CDD representative prior to initiating any work. It is up to CDD
  management's discretion to allow the contractor to proceed with repairs at an agreed threshold
  without prior approval.

# Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect the irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

# Component "E" - Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractors should and are expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

# E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

### **Schedule**

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be  $4\frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

### Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with a clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

# <u>Maintenance</u>

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### Warrantv

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

# E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

### Schedule

Mulching will be carried out atleast once per year. However in many cases the mulch application will be divided into one heavy application in Spring and one lighter application in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

### Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

# E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 15' will be trimmed at least once per year in May.. All vegetation will be removed from their trunk. Any palm nuts and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary Full Debooting is a separate billable job.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

All palms in excess 15' will be trimmed at least once per year in the month of May. Any additional trimmings can be added at the discretion of the board or management and will be done at the same cost and rate as the proposed may trimming. This is why per palm costs is to be included in the fee summary.

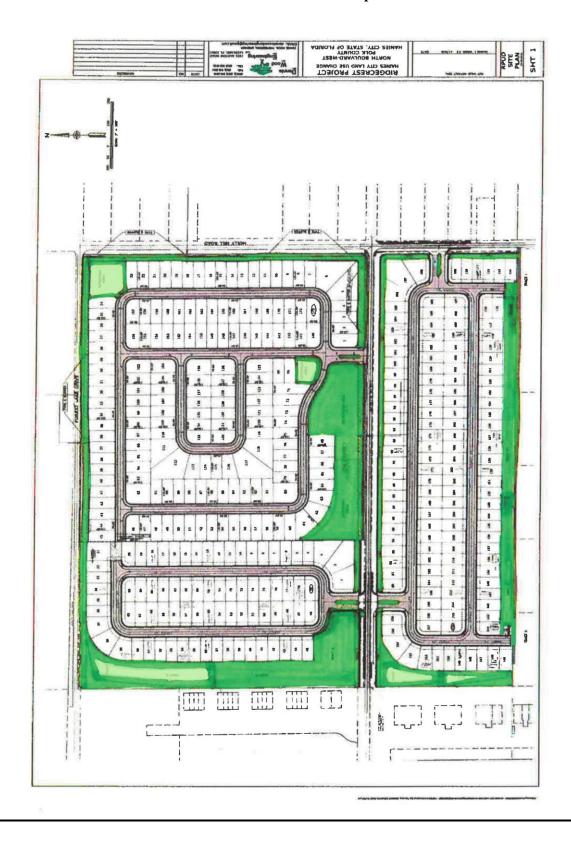
Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

Exhibit A
Service Area Location Map



# SECTION C

### North Boulevard Community Development District Landscape Fee Summary

| Contractor: | Property: North Boulevard CDD |
|-------------|-------------------------------|
|-------------|-------------------------------|

Address: Address: 4530 Eagles Falls Place

Tampa, FL 33619

Phone: Fax:

Contact: Email:

Contact: Email:

Phone:

|   | JAN     | FEB    | MAR    | APRIL   | MAY     | JUN    | JUL     | AUG    | SEP    | ОСТ     | NOV    | DEC    | TOTAL  |
|---|---------|--------|--------|---------|---------|--------|---------|--------|--------|---------|--------|--------|--------|
| Turf Maintenance and Detailing                    |         |        |        |         |         |        |         |        |        |         |        |        |        |
| (Component A) -                                   |         |        |        |         |         |        |         |        |        |         |        |        | \$0.00 |
| Turf Maintenance/Detailing/Communication/Staffing |         |        |        |         |         |        |         |        |        |         |        |        |        |
| TURF CARE   |         |        |        |         |         |        |         |        |        |         |        |        |        |
| (Component B)                                     |         |        |        |         |         |        |         |        |        |         |        |        | \$0.00 |
| Bahia/St Augustine/Zoysia                         |         |        |        |         |         |        |         |        |        |         |        |        |        |
| TREE/SHRUB CARE Includes OTC if Applicable        |         |        |        |         |         |        |         |        |        |         |        |        |        |
| (Component C)                                     |         |        |        |         |         |        |         |        |        |         |        |        | \$0.00 |
| Tree/Shrub Fert/OTC/Drenching                     |         |        |        |         |         |        |         |        |        |         |        |        |        |
| IRRIGATION MAINT.                                 |         |        |        |         |         |        |         |        |        |         |        |        |        |
| (Component D)                                     |         |        |        |         |         |        |         |        |        |         |        |        | \$0.00 |
| Irrigation Inspections                            |         |        |        |         |         |        |         |        |        |         |        |        |        |
| ANNUAL CHANGES -                                  |         |        |        |         |         |        |         |        |        |         |        |        |        |
| (Component E.1)                                   |         |        |        |         |         |        |         |        |        |         |        |        | \$0.00 |
| Per Annual Pricing:                               | [Count] |        |        | [Count] |         |        | [Count] |        |        | [Count] |        |        |        |
| BED DRESSING - Estimate mulch yds                 |         |        |        |         |         |        |         |        |        |         |        |        |        |
| (Component E.2)                                   |         |        |        |         |         |        |         |        |        |         |        |        | \$0.00 |
| [Mulch Type] Per Yard Pricing:                    |         |        |        |         | 130 yds |        |         |        |        |         | 80     |        |        |
| PALM TRIMMING 2x Per Year                         |         |        |        |         |         |        |         |        |        |         |        |        |        |
| (Component E.3) Per Palm Price:                   |         |        |        |         |         |        |         |        |        |         |        |        | \$0.00 |
| Palm counts:                                      |         |        |        |         | [Count] |        |         |        |        |         |        |        |        |
| TOTAL FEE PER MONTH:                              | \$0.00  | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00 | \$0.00  | \$0.00 | \$0.00 | \$0.00  | \$0.00 | \$0.00 | \$0    |
| Fee Schedule with Extra Services                  | \$0.00  | \$0.00 | \$0.00 | \$0.00  | \$0.00  | \$0.00 | \$0.00  | \$0.00 | \$0.00 | \$0.00  | \$0.00 | \$0.00 | 1      |
| Fee Schedule Essential Services Only              | \$0     | \$0    | \$0    | \$0     | \$0     | \$0    | \$0     | \$0    | \$0    | \$0     | \$0    | \$0    |        |

| Fee Schedule with Extra Services     | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|                                      |        |        |        |        |        |        |        |        |        |        |        |        |
| Fee Schedule Essential Services Only | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    | \$0    |

| Essential Services                        | \$0.00 |
|---|--------|
| Mowing/Detailing/Irrigation/Fert and Pest | φυ.υυ  |

| Extra Services                      | \$0.00 |
|-------------------------------------|--------|
| Annual Changes, Palm Pruning, Mulch | Ψ0.00  |

|       | \$0.00 |
|-------|--------|
| TOTAL |        |

# SECTION D

## [North Boulevard CDD] Landscape Fee Summary

Contractor: Weber ES Property: North Boulevard CDD

Address: 5935 K-Ville Avenue, Winter Haven, FL 33880 Address: 219 E. Livingston St.

Orlando, Florida, 32801 Phone: (407) 346 - 2453

Florida 33880 Phone: (863) 287-2386

Contact: Ken Weber Contact: Marshall Tindall Email: kweber@weberes.com Email: mtindall@gmscfl.com

| Flat Fee Schedule                  | \$8.528 | \$8.528  | \$8.528 | \$8.528 | \$8.528  | \$8.528 | \$8.528 | \$8.528 | \$8.528 | \$8.528 | \$8.528  | \$8.528 | \$102.337          |
|------------------------------------|---------|----------|---------|---------|----------|---------|---------|---------|---------|---------|----------|---------|--------------------|
| TOTAL FEE PER MONTH:               | \$6,445 | \$6,445  | \$8,804 | \$6,445 | \$15,405 | \$8,804 | \$6,445 | \$6,445 | \$6,445 | \$8,804 | \$15,405 | \$6,445 | \$102,337          |
| , am oour                          |         |          |         |         |          |         |         |         |         |         |          |         |                    |
| Palm coun                          | ts:     |          |         |         |          |         |         |         |         |         |          |         | υ                  |
| (Component E.3) Per Palm Price:    |         |          |         |         |          |         |         |         |         |         |          |         | \$0                |
| Per Yard Pricing: \$ PALM TRIMMING | 56      | <b> </b> |         |         | 160      |         |         |         |         |         | 160      |         |                    |
| (Component E.2)                    |         |          |         |         | 8,960    |         |         |         |         |         | 8,960    |         | \$17,920           |
| BED DRESSING - Estimate mulch yds  |         |          |         |         | 0.000    |         |         |         |         |         | 0.000    |         | 647.000            |
| Per Annual Pricing:                | Count:  | ļ        |         | Count:  |          |         | Count:  |         |         | Count:  |          |         |                    |
| (Component E.1)                    |         |          |         |         |          |         |         |         |         |         |          |         | \$0                |
| ANNUAL CHANGES - None at this time | 1       |          |         |         |          |         |         |         |         |         |          |         |                    |
|                                    | 20.     |          | _,.     |         | _,       | =3.     | _,.     |         |         | _,      | _,.      | _,.     | <del>+</del> 2,110 |
| (Component D)                      | 204     | 204      | 204     | 204     | 204      | 204     | 204     | 204     | 204     | 204     | 204      | 204     | \$2,448            |
| Tree/Shrub Fert IRRIGATION MAINT.  | _       |          |         |         |          |         |         |         |         |         |          |         |                    |
| (Component C)                      |         |          | 464     |         |          | 464     |         |         |         | 464     |          |         | \$1,392            |
| TREE/SHRUB CARE                    |         |          |         |         |          |         |         |         |         |         |          |         |                    |
| Bahia/St Augustine/Zoysia          |         |          |         |         |          |         |         |         |         |         |          |         |                    |
| (Component B)                      |         |          | 1,895   |         |          | 1,895   |         |         |         | 1,895   |          |         | \$5,685            |
| TURF CARE                          |         |          |         |         |          |         |         |         |         |         |          |         |                    |
| Mowing/Detailing                   | 0,241   | 0,241    | 0,241   | 0,241   | 0,241    | 0,241   | 0,241   | 0,241   | 0,241   | 0,241   | 0,241    | 0,241   | ψ1 4,00 <b>2</b>   |
| (Compnent A) -                     | 6,241   | 6,241    | 6,241   | 6,241   | 6,241    | 6,241   | 6,241   | 6,241   | 6,241   | 6,241   | 6,241    | 6.241   | \$74,892           |
| ESSENTIAL SERVICES A-D             | JAN     | FEB      | WAR     | APRIL   | IVIAT    | JUN     | JUL     | AUG     | SEP     | 001     | NOV      | DEC     | TOTAL              |
|                                    | JAN     | FEB      | MAR     | APRIL   | MAY      | JUN     | JUL     | AUG     | SEP     | ост     | NOV      | DEC     | TOTAL              |

| rial ree Schedule                         | \$0,520       | \$0,520 | <b>Ф0,520</b> | <b>⊅0,520</b> | <b>⊅0,520</b> | \$0,520 | φο,5∠ο | \$0,520 | \$0,520 | <b>Φ0,520</b> | <b>Φ0,520</b> | P |
|---|---------------|---------|---------------|---------------|---------------|---------|--------|---------|---------|---------------|---------------|---|
|   |               |         |               |               |               |         |        |         |         |               |               |   |
| Essential Services                        | ¢04.4         | 47      |               |               |               |         |        |         |         |               |               |   |
| Mowing/Detailing/Irrigation/Fert and Pest | <b>\$04,4</b> | 17      |               |               |               |         |        |         |         |               |               |   |

| Extra Services                      | \$17.920 |
|-------------------------------------|----------|
| Annual Changes, Palm Pruning, Mulch | \$17,920 |

Winter Haven,

Fax:

| TOTAL |              |
|-------|--------------|
|       | \$102,337.00 |

Address: 882 Jackson Ave./Winter Park/FL/32789

\$61,280.88

Phone: 407-383-2379

Address: 219 E. Livingston St.

Orlando, Florida,

32801 Phone: (407) 346 - 2453

Contact: Marshall Tindall
Email: mtindall@gmscfl.com

Fax:
Contact: Jack Gillespie
Email: Jack@DuvalLandscape.com

|                                      | JAN         | FEB     | MAR     | APRIL   | MAY      | JUN     | JUL                                     | AUG     | SEP     | ост     | NOV     | DEC     | TOTAL    |
|--------------------------------------|-------------|---------|---------|---------|----------|---------|---|---------|---------|---------|---------|---------|----------|
| ESSENTIAL SERVICES A-D               |             |         |         |         |          |         |   |         |         |         |         |         |          |
| (Compnent A) -                       | 3,687       | 3,687   | 3,687   | 3,687   | 3,687    | 3,687   | 3,687                                   | 3,687   | 3,687   | 3,687   | 3,687   | 3,687   | \$44,243 |
| Mowing/Detailing                     |             |         |         |         |          |         |   |         |         |         |         |         |          |
| TURF CARE                            |             |         |         |         |          |         |   |         |         |         |         |         |          |
| (Component B)                        | 105         | 105     | 105     | 105     | 105      | 105     | 105                                     | 105     | 105     | 105     | 105     | 105     | \$1,264  |
| Bahia/St Augustine/Zoysia            |             |         |         |         |          |         |   |         |         |         |         |         |          |
| TREE/SHRUB CARE                      |             |         |         |         |          |         |   |         |         |         |         |         |          |
| (Component C)                        | 11          | 11      | 11      | 11      | 11       | 11      | 11                                      | 11      | 11      | 11      | 11      | 11      | \$132    |
| Tree/Shrub Fert                      |             |         |         |         |          |         |   |         |         |         |         |         |          |
| IRRIGATION MAINT.                    |             |         |         |         |          |         |   |         |         |         |         |         |          |
| (Component D)                        | 166         | 166     | 166     | 166     | 166      | 166     | 166                                     | 166     | 166     | 166     | 166     | 166     | \$1,992  |
| ANNUAL CHANGES - None at this time   |             |         | -       |         |          |         |   |         |         |         |         |         |          |
| (Component E.1)                      | 0           | 0       | 0       | 0       | 0        | 0       | 0                                       | 0       | 0       | 0       | 0       | 0       | \$0      |
| Per Annual Pricing: \$               | 2.00 Count: | 1       |         | Count:  |          |         | Count:                                  | _       |         | Count:  | 1       |         |          |
| BED DRESSING - Estimate mulch yds    |             |         |         |         |          |         |   |         |         |         |         |         |          |
| (Component E.2)                      |             |         |         |         | 8,450    |         |   |         |         |         | 5,200   |         | \$13,650 |
| Per Yard Pricing: \$6                | 5.00        |         |         |         | 130 Yds  |         |   |         |         |         | 80 Yds  |         |          |
| PALM TRIMMING                        |             |         |         |         |          |         |   |         |         |         |         |         |          |
| (Component E.3) Per Palm Price: \$45 |             |         |         |         |          |         |   |         |         |         |         |         | \$0      |
| Palm coo                             | ints:       |         |         |         |          |         |   |         |         |         |         |         |          |
|                                      |             |         |         |         |          |         |   |         |         |         |         |         |          |
| TOTAL FEE PER MONTH:                 | \$3,969     | \$3,969 | \$3,969 | \$3,969 | \$12,419 | \$3,969 | \$3,969                                 | \$3,969 | \$3,969 | \$3,969 | \$9,169 | \$3,969 | \$61,278 |
|                                      |             |         |         |         |          |         | , |         |         |         |         |         | , ,      |
| Flat Fee Schedule                    | \$5,106     | \$5,106 | \$5,106 | \$5,106 | \$5,106  | \$5,106 | \$5,106                                 | \$5,106 | \$5,106 | \$5,106 | \$5,106 | \$5,106 | \$61,278 |

| Essential Services<br>Mowing/Detailing/Irrigation/Fert and Pest | \$47,631 |
|---|----------|
| Extra Services<br>Annual Changes, Palm Pruning, Mulch           | \$13,650 |
| TOTAL   |          |

# [North Boulevard CDD] Landscape Fee Summary

Contractor: Prince and Sons, Inc Property: North Boulevard CDD

Address: 200 South F Street Address: 219 E. Livingston St.

Orlando, Florida, 32801

422-5207 Phone: (407) 346 - 2453

Contact: Marshall Tindall Email: mtindall@gmscfl.com

|         | Haines City, FL 33844 |
|---------|-----------------------|
| Phone:  | (863) 422-5207        |
| Fax:    |                       |
| ontact: | Lucas Martin          |

Email: Lmartin@princeandsonsinc.com

|                                    | JAN     | FEB     | MAR     | APRIL   | MAY           | JUN     | JUL     | AUG     | SEP     | ост     | NOV          | DEC     | TOTAL    |
|------------------------------------|---------|---------|---------|---------|---------------|---------|---------|---------|---------|---------|--------------|---------|----------|
| ESSENTIAL SERVICES A-D             | JAN     | 1.25    | MAIX    | ALINE   | WAI           | 3014    | 301     | 700     | OL:     | 001     | 1404         | DEC     | IOIAL    |
| (Compnent A) -                     | 3,400   | 3,400   | 3,400   | 3,400   | 3,400         | 3,400   | 3,400   | 3,400   | 3,400   | 3,400   | 3,400        | 3,400   | \$40,800 |
| Mowing/Detailing                   | 3,400   | 3,400   | 3,400   | 3,400   | 3,400         | 3,400   | 3,400   | 3,400   | 3,400   | 3,400   | 3,400        | 3,400   | \$40,000 |
| TURF CARE                          |         |         |         |         |               |         |         |         |         |         |              |         |          |
| (Component B)                      |         |         |         |         |               |         |         |         |         |         |              |         | \$0      |
| Bahia/St Augustine/Zoysia          |         |         |         |         |               |         |         |         |         |         |              |         | φ0       |
| TREE/SHRUB CARE                    |         |         |         |         |               |         |         |         |         |         |              |         |          |
| (Component C)                      | 90      | 90      | 90      | 90      | 90            | 90      | 90      | 90      | 90      | 90      | 90           | 90      | \$1,080  |
| Tree/Shrub Fert                    | 90      | 90      | 90      | 90      | 90            | 90      | 90      | 90      | 90      | 90      | 90           | 90      | \$1,000  |
| IRRIGATION MAINT.                  |         |         |         |         |               |         |         |         |         |         |              |         |          |
|                                    | - 40    | 540     | - 40    | - 40    | 540           | - 40    | - 40    | - 40    |         | 540     | 540          | - 40    |          |
| (Component D)                      | 540     | 540     | 540     | 540     | 540           | 540     | 540     | 540     | 540     | 540     | 540          | 540     | \$6,480  |
| ANNUAL CHANGES - None at this time |         |         |         |         |               |         |         |         |         |         |              |         |          |
| (Component E.1)                    |         |         |         |         |               |         |         |         |         |         |              |         | \$0      |
| Per Annual Pricing:                | Count:  |         |         | Count:  |               |         | Count:  |         |         | Count:  |              |         |          |
| BED DRESSING - Estimate mulch yds  |         |         |         |         |               |         |         |         |         |         |              |         |          |
| (Component E.2)                    |         |         |         |         | 6,500         |         |         |         |         |         | 4,000        |         | \$10,500 |
| Per Yard Pricing:\$50              |         |         |         |         | 130 Mulch Yds |         |         |         |         |         | 80 Mulch Yds |         |          |
| PALM TRIMMING                      |         |         |         |         |               |         |         |         |         |         |              |         |          |
| (Component E.3) Per Palm Price:    |         |         |         |         |               |         |         |         |         |         |              |         | \$0      |
| Palm counts:                       |         |         |         |         |               |         |         |         |         |         |              |         | Ų,       |
|                                    |         |         |         |         |               |         |         |         |         |         |              |         |          |
| TOTAL FEE PER MONTH:               | \$4,030 | \$4,030 | \$4,030 | \$4,030 | \$10,530      | \$4,030 | \$4,030 | \$4,030 | \$4,030 | \$4,030 | \$8,030      | \$4,030 | \$58,860 |
|                                    |         |         |         |         |               |         |         |         |         |         |              |         |          |
| Flat Fee Schedule                  | \$4,905 | \$4,905 | \$4,905 | \$4,905 | \$4,905       | \$4,905 | \$4,905 | \$4,905 | \$4,905 | \$4,905 | \$4,905      | \$4,905 | \$58,860 |

| Essential Services Mowing/Detailing/Irrigation/Fert and Pest | \$48,360 |
|--|----------|
| Extra Services Annual Changes, Palm Pruning, Mulch           | \$10,500 |

| ITOTAL |             |
|--------|-------------|
|        |             |
|        | \$58.860.00 |
|        |             |

# SECTION 7



1001 Yamato Road • Suite 301 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

July 17, 2025

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

We are pleased to confirm our understanding of the services we are to provide North Boulevard Community Development District, City of Haines City, Florida ("the District") for the fiscal year ended September 30, 2025, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of North Boulevard Community Development District as of and for the fiscal year ended September 30, 2025, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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

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

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

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

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

### **Audit Objectives**

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

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

### **Examination Objective**

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

#### **Other Services**

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

### **Management Responsibilities**

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

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

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

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

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

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

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

#### Audit Procedures—General

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

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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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

#### **Engagement Administration, Fees, and Other**

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

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

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

Very truly yours,

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

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,400 for the September 30, 2025 audit. The fees for the fiscal years 2026, 2027, 2028 and 2029 will not exceed \$3,500, \$3,600, \$3,700 and \$3,800, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

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

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

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

| Grau & Associates   |
|---|
| Jos Du  |
| Antonio J. Grau   |
| RESPONSE:   |
| This letter correctly sets forth the understanding of North Boulevard Community Development District. |
| Ву:   |
| Title:  |
| Date:   |





Peer Review Program

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

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

March 17, 2023

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

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

# SECTION 8

# SECTION C

# North Boulevard CDD

# Field Management Report



August 11th, 2025
Joel Blanco
Field Services Manager
GMS

# Site Item

# Landscaping & Playground Review

- Field Staff has reviewed the landscaping throughout the district.
- Landscaping was found in satisfactory conditions – neat, tidy with landscaping beds regularly detailed.
- ♣ Small flags were removed at the landscaping beds on the entrances of Hoover Bvd. And Jefferson St.
- Gopher mounts were found in common areas with the vendor advised to flatten during service.
- ♣ Reported pond bank corner behind Buchanan Dr. was serviced. (Note: (2) different crews service the common area and pond banks.)



# Site Item

# Landscaping & Playground Review Cont'd

- It was noted during reviews; some areas were in need of a mulch refresh. Current agreement has a mulch refresh for twice a year. Field Staff will coordinate with vendor.
- Entrance medians have space towards the front for annual plantings, if the board desires.
- As well as, removing the green plantings at the top of the bed for plantings that match the crepe myrtle flowers on the side of the entrance. For board consideration in the next fiscal year.



# Site Item

# **District Parking Map**

- ♣ Section on Fillmore St. that was noted in the last meeting for allowable parking was reviewed. The section was previously marked off in front of resident driveways and moved to the side of the homes on Fillmore.
- Attached is the revised parking delineating allowable and nonallowable parking throughout the district.





# In Progress

# Maintenance Items

- ♣ Field Staff reviewed the vinyl fencing on Buchanan Dr. and Taft Dr., all vinyl fencing was found intact.
- (2) outlets were found with minor vegetation and sediment. Both outlets have been scheduled for removal.
- ♣ Monument sign on Hoover Blvd. was found in need of touch paint. Maintenance has been scheduled to address these areas.
- Attached is the 2<sup>nd</sup> proposal to pressure wash the perimeter walls—both inside and outside throughout the district for board consideration.
- Attached is also a proposal to install (2) "Mailbox Parking Only" signs in Mailbox Areas on Taft Dr. for board consideration.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473 or by email at <a href="mailto:jblanco@gmscfl.com">jblanco@gmscfl.com</a>. Thank you.

Respectfully,

Joel Blanco

## SECTION i

## SECTION 1



## **Pressure Wash This Inc.**

# JUNE 17TH 2025 Pressure Wash This Inc.

1902 Lee Wood Court

St. Cloud, Florida 34772

(407) 709-4536 Mobile

STEVE GROOMS

OUR SERVICES: PRESSURE WASH AND TREAT / SOFT WASH AND TREAT

PRESSURE WASH AND TREAT: ALL CONCRETE WILL BE CLEANED USING LARGE ROTARY SURFACE CLEANERS THEN RINSED WITH CLEAN WATER. A POST TREATMENT WILL BE REQUIRED AND IS INCLUDED IN THE BID. THIS WILL KILL ALL THE MOLD/MILDEW AND SANITIZE THE CONCRETE AND SLOW DOWN THE PROCESS OF IT RETURNING.

SOFT WASH AND TREAT: WITH OUR SOFT WASH SYSTEM WILL SAFELY CLEAN BUILDINGS, VINYL FENCES, MONUMENTS ETC USING CHEMICALS AND LOW PRESSURE SO NO DAMAGE.

BID FOR: NORTH RIDGE ESTATES (NORTH)

SOFT WASH VINYL FENCE OFF FOREST LAKE \$1000.00

SOFT WASH EXTERIOR WALLS PER OUR DISCUSSION \$1800.00

SOFT WASH INTERIOR WALLS PER OUR DISCUSSION \$800.00

PRESSURE WASH AND TREAT BOTH MAILBOX AREAS \$300.00

SOFT WASH PLAYGROUNDS \$300.00

PRESSURE WASH AND TREAT ALL COMMON AREAS PER OUR DISCUSSION

## SECTION 2

### **ESTIMATE**

**Pineapple Services LLC** 5807 Judy Dee Dr Orlando, FL 32808-4203 maintenance@pineappleserviceusa.c om

+1 (407) 401-1215



### SCENIC HIGHWAY

Bill to NORTH BOULEVARD CDD 219 E. Livingston St Orlando, Florida 32801 Ship to
Marshall Tindall
MAGNOLIA PARK
219 E. Livingston St
Orlando, Florida 32801

#### **Estimate details**

Estimate no.: 2025-NORTH-0807 Estimate date: 08/07/2025

| Product or service | Description  | Qty | Rate       | Amount     |
|--------------------|--|-----|------------|------------|
| Sales              | Subject: Proposal for Pressure Washing Services                            |     | \$5,000.00 | \$5,000.00 |
|                    | Dear JOEL BLANCO   |     |            |            |
|                    | Thank you for the opportunity to submit a                                  |     |            |            |
|                    | proposal for pressure washing services at                                  |     |            |            |
|                    | the Community Call – North Boulevard. We                                   |     |            |            |
|                    | are pleased to offer our professional                                      |     |            |            |
|                    | cleaning services to help maintain and                                     |     |            |            |
|                    | enhance the appearance, safety, and longevity of your community's exterior |     |            |            |
|                    | surfaces.  |     |            |            |
|                    | Scope of Work:   |     |            |            |
|                    | Our pressure washing service for North                                     |     |            |            |
|                    | Boulevard will include the following areas:                                |     |            |            |
|                    | Playground Areas (x2)  |     |            |            |
|                    | Clean and sanitize equipment and   |     |            |            |
|                    | surrounding hard surfaces  |     |            |            |
|                    | Remove dirt, algae, and debris buildup                                     |     |            |            |
|                    | Common Area Sidewalks  |     |            |            |
|                    | Full surface cleaning of all community-                                    |     |            |            |
|                    | maintained sidewalks   |     |            |            |
|                    | stain removal where applicable   |     |            |            |
|                    | Mailbox Areas (x2)   |     |            |            |
|                    | Cleaning of concrete pads and mailbox                                      |     |            |            |

bases

Light rinse.

Vinyl Fencing
Single-sided cleaning (one side of the fence only)
Double-sided cleaning (both sides of the fence where accessible)
Mold, mildew, and dirt removal using low-pressure soft wash techniques to protect surfaces

Wall Columns
Single-sided cleaning
Double-sided cleaning
Focus on removing weather stains, mildew,
and surface grime

Entrance Signs
Gentle yet effective cleaning of monument
signs, surrounding structures, and
hardscapes
Preservation of sign integrity with soft wash
where appropriate

#### Methodology

All work will be performed using commercial-grade pressure washing equipment, employing environmentally safe cleaning solutions. Delicate surfaces such as vinyl fencing and signage will be treated with low-pressure soft washing to prevent damage.

IF WATER IS NOT AVAILABLE THEN A
WATER METER FROM THE COUNTY
MUST BE RENTED TO COMPLETE THE
WORK AT EXTRA COST AT \$500

Total \$5,000.00

Accepted date Accepted by

## SECTION D

## SECTION i

## North Boulevard Community Development District

## **Summary of Check Register**

June 1, 2025 through June 30, 2025

| Bank         | Date    | Check No.'s |    | Amount    |
|--------------|---------|-------------|----|-----------|
|              |         |             |    |           |
| General Fund |         |             |    |           |
|              | 6/9/25  | 523-525     | \$ | 11,527.68 |
|              | 6/13/25 | 526         | \$ | 346.88    |
|              | 6/23/25 | 527-530     | \$ | 13,181.03 |
|              | 6/27/25 | 531-532     | \$ | 860.24    |
|              |         |             |    |           |
|              |         |             | \$ | 25,915.83 |

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/31/25 PAGE 1
\*\*\* CHECK DATES 06/01/2025 - 06/30/2025 \*\*\* NORTH BOULEVARD GENERAL FUND

|                     | BANK A GENERAL FUND   |        |          |                 |
|---------------------|---|--------|----------|-----------------|
| CHECK VEND#<br>DATE | INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS | STATUS | AMOUNT   | CHECK AMOUNT #  |
| 6/09/25 00027       | 6/03/25 06032025 202506 300-20700-10000<br>TRANSFER OF TAX RCPT S17     | *      | 3,604.04 |                 |
|                     | NORTH BOULEVARD CDD   |        |          | 3,604.04 000523 |
| 6/09/25 00028       | 6/03/25 06032025 202506 300-20700-10000<br>TRANSFER OF TAX ROPT S19     | *      | 2,927.80 |                 |
|                     | NORTH BOULEVARD CDD   |        |          | 2,927.80 000524 |
| 6/09/25 00035       | 4/30/25 17648 202504 320-53800-47300<br>REPLACE NOZZLES                 | *      | 90.84    |                 |
|                     | 5/01/25 17730   | *      | 4,905.00 |                 |
|                     | PRINCE & SONS INC.  |        |          | 4,995.84 000525 |
| 6/13/25 00050       | 5/31/25 00071436 202505 310-51300-48000<br>NOT OF ANNUAL AUDIT-5/23     | *      | 346.88   |                 |
|                     | GANNETT MEDIA CORP DBA  |        |          | 346.88 000526   |
| 6/23/25 00019       | 6/01/25 178 202506 320-53800-12000<br>FIELD MANAGEMENT-JUN25            | *      | 695.67   |                 |
|                     | 6/01/25 178 202506 320-53800-49000<br>STAPLES-PRINT OUT BOS             | *      | 25.24    |                 |
|                     | 6/01/25 179 202506 310-51300-34000<br>MANAGEMENT FEES-JUN25             | *      | 3,750.00 |                 |
|                     | 6/01/25 179 202506 310-51300-35200<br>WEBSITE MANAGEMENT-JUN25          | *      | 105.00   |                 |
|                     | 6/01/25 179 202506 310-51300-35100<br>INFORMATION TECH-JUN25            | *      | 157.50   |                 |
|                     | 6/01/25 179 202506 310-51300-31300<br>DISSEMINATION SVCS-JUN25          | *      | 568.75   |                 |
|                     | 6/01/25 179 202506 310-51300-51000<br>OFFICE SUPPLIES                   | *      | .24      |                 |
|                     | 6/01/25 179 202506 310-51300-42000<br>POSTAGE                           | *      | 5.54     |                 |
|                     | 6/01/25 179 202506 310-51300-42500<br>COPIES                            | *      | 2.10     |                 |
|                     | GOVERNMENTAL MANAGEMENT SERVIC  | CES-CF |          | 5,310.04 000527 |
| 6/23/25 00036       | 6/14/25 12483 202505 310-51300-31500<br>ATTORNEY SVCS-MAY25             | *      | 2,066.05 |                 |
|                     | KILINSKI VAN WYK PLLC   |        |          | 2,066.05 000528 |
| 6/23/25 00039       | 6/01/25 NB2239  | *      | 232.76   | <b>-</b>        |
|                     |   |        |          | 232.76 000529   |
|                     |   |        |          |                 |

NOBU NORTH BOULEVAR BOH

| AP300R YEAR-TO-DATE ACCOUNTS PAYABLE F *** CHECK DATES 06/01/2025 - 06/30/2025 *** NORTH BOULEVARD GEN BANK A GENERAL FUND | ERAL FUND          | RUN 7/31/25 | PAGE 2            |
|--|--------------------|-------------|-------------------|
| CHECK VEND#INVOICEEXPENSED TO VEND DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS   | OR NAME STATUS     | AMOUNT      | CHECK<br>AMOUNT # |
| 6/23/25 00035 5/27/25 18152 202505 320-53800-47300   | *                  | 667.18      |                   |
| RPLCD NOZZLES /SOLENOIDS<br>6/01/25 18267 202506 320-53800-46200<br>LANDSCAPE MAINT-JUN25                                  | *                  | 4,905.00    |                   |
| PRINCE & SONS IN   | C.                 |             | 5,572.18 000530   |
| 6/27/25 00029 6/23/25 22451363 202505 310-51300-31100<br>ENGINEERING SVCS-MAY25  | *                  | 590.00      |                   |
| DEWBERRY ENGINEE   | RING               |             | 590.00 000531     |
| 6/27/25 00050 5/31/25 00071436 202505 310-51300-48000<br>WORKSHOP NOTICE 5/25  | *                  | 270.24      |                   |
| WORKSHOP NOTICE 3/25  GANNETT MEDIA CC   | RP DBA             |             | 270.24 000532     |
|  | TOTAL FOR BANK A   | 25,915.83   |                   |
|  | TOTAL FOR REGISTER | 25,915.83   |                   |

NOBU NORTH BOULEVAR BOH



Community Development District

Unaudited Financial Reporting June 30, 2025



## **Table of Contents**

| Balance Shee                       |
|------------------------------------|
|                                    |
| General Fun                        |
|                                    |
| Debt Service Fund - Series 201     |
| Debt Service Fund - Series 201     |
|                                    |
| Capital Projects Fund - Series 201 |
| Capital Reserve Fun                |
| 9 Month to Mont                    |
|                                    |
| Assessment Receipt Schedul         |
| Long Term Debt Schedul             |

### Community Development District Combined Balance Sheet June 30, 2025

|                                  |         | •       | ,  |             |      |             |                    |         |  |
|----------------------------------|---------|---------|----|-------------|------|-------------|--------------------|---------|--|
|                                  | General |         | De | ebt Service | Сарі | tal Reserve |                    |         |  |
|                                  |         | Fund    |    | Fund        |      | Fund        | Governmental Funds |         |  |
| Assets:                          |         |         |    |             |      |             |                    |         |  |
| Operating Account                | \$      | 258,428 | \$ | -           | \$   | 29,406      | \$                 | 287,833 |  |
| Deposits                         | \$      | 960     | \$ | -           | \$   | -           | \$                 | 960     |  |
| Investments:                     |         |         |    |             |      |             |                    |         |  |
| <u>Series 2017</u>               |         |         |    |             |      |             |                    |         |  |
| Reserve                          | \$      | -       | \$ | 123,875     | \$   | -           | \$                 | 123,875 |  |
| Revenue                          | \$      | -       | \$ | 184,017     | \$   | -           | \$                 | 184,017 |  |
| Redemption                       | \$      | -       | \$ | 818         | \$   | -           | \$                 | 818     |  |
| <u>Series 2019</u>               |         |         |    |             |      |             |                    |         |  |
| Reserve                          | \$      | -       | \$ | 105,956     | \$   | -           | \$                 | 105,956 |  |
| Revenue                          | \$      | -       | \$ | 168,211     | \$   | -           | \$                 | 168,211 |  |
| Prepayment                       | \$      | -       | \$ | 164         | \$   | -           | \$                 | 164     |  |
| Total Assets                     | \$      | 259,388 | \$ | 583,042     | \$   | 29,406      | \$                 | 871,835 |  |
| Liabilities:                     |         |         |    |             |      |             |                    |         |  |
| Accounts Payable                 | \$      | 10,554  | \$ | -           | \$   | -           | \$                 | 10,554  |  |
| Total Liabilites                 | \$      | 10,554  | \$ | -           | \$   | -           | \$                 | 10,554  |  |
| Fund Balance:                    |         |         |    |             |      |             |                    |         |  |
| Assigned For:                    |         |         |    |             |      |             |                    |         |  |
| Debt Service - Series 2017       | \$      | _       | \$ | 308,711     | \$   | _           | \$                 | 308,711 |  |
| Debt Service - Series 2019       | \$      | _       | \$ | 274,331     | \$   | _           | \$                 | 274,331 |  |
| Restricted For:                  | •       |         | •  | ,           | ,    |             | •                  | _: -,   |  |
| Capital Reserve                  | \$      | _       | \$ | _           | \$   | 29,406      | \$                 | 29,406  |  |
| Unassigned                       | \$      | 248,833 | \$ | -           | \$   | -           | \$                 | 248,833 |  |
| Total Fund Balances              | \$      | 248,833 | \$ | 583,042     | \$   | 29,406      | \$                 | 861,281 |  |
| Total Liabilities & Fund Balance | \$      | 259,388 | \$ | 583,042     | \$   | 29,406      | \$                 | 871,835 |  |

## **Community Development District**

### **General Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

|                                 | Adopted |         | Pror | ated Budget |     | Actual     |          |         |
|---------------------------------|---------|---------|------|-------------|-----|------------|----------|---------|
|                                 |         | Budget  | Thr  | u 06/30/25  | Thr | u 06/30/25 | Variance |         |
| Revenues:                       |         |         |      |             |     |            |          |         |
| Revenues.                       |         |         |      |             |     |            |          |         |
| Assessments - Tax Roll          | \$      | 431,702 | \$   | 431,702     | \$  | 431,966    | \$       | 264     |
| Other Income                    | \$      | -       | \$   | -           | \$  | 165        | \$       | 165     |
| <b>Total Revenues</b>           | \$      | 431,702 | \$   | 431,702     | \$  | 432,131    | \$       | 429     |
| Expenditures:                   |         |         |      |             |     |            |          |         |
| General & Administrative:       |         |         |      |             |     |            |          |         |
| Supervisor Fees                 | \$      | 12,000  | \$   | 9,000       | \$  | 4,600      | \$       | 4,400   |
| FICA Expense                    | \$      | -       | \$   | -           | \$  | 275        | \$       | (275)   |
| Engineering Fees                | \$      | 10,000  | \$   | 7,500       | \$  | 5,723      | \$       | 1,778   |
| Dissemination Agent             | \$      | 6,825   | \$   | 5,119       | \$  | 5,119      | \$       | -       |
| Attorney Fees                   | \$      | 19,000  | \$   | 14,250      | \$  | 17,831     | \$       | (3,581) |
| Assessment Administration       | \$      | 5,250   | \$   | 5,250       | \$  | 5,250      | \$       | -       |
| Annual Audit                    | \$      | 4,900   | \$   | 4,900       | \$  | 4,900      | \$       | -       |
| Trustee Fees                    | \$      | 7,780   | \$   | 7,758       | \$  | 7,758      | \$       | -       |
| Management Fees                 | \$      | 45,000  | \$   | 33,750      | \$  | 33,750     | \$       | -       |
| Information Technology          | \$      | 1,890   | \$   | 1,418       | \$  | 1,418      | \$       | -       |
| Website Maintenance             | \$      | 1,260   | \$   | 945         | \$  | 945        | \$       | -       |
| Postage & Delivery              | \$      | 1,100   | \$   | 825         | \$  | 1,093      | \$       | (268)   |
| Telephone                       | \$      | 50      | \$   | 38          | \$  | -          | \$       | 38      |
| Printing & Binding              | \$      | 400     | \$   | 300         | \$  | 156        | \$       | 144     |
| Insurance                       | \$      | 8,455   | \$   | 8,455       | \$  | 7,296      | \$       | 1,159   |
| Legal Advertising               | \$      | 5,000   | \$   | 5,000       | \$  | 7,264      | \$       | (2,264) |
| Contingency                     | \$      | 3,000   | \$   | 2,250       | \$  | 419        | \$       | 1,831   |
| Office Supplies                 | \$      | 100     | \$   | 75          | \$  | 2          | \$       | 73      |
| Dues, Licenses & Fees           | \$      | 175     | \$   | 175         | \$  | 175        | \$       | -       |
| Total General & Administrative: | \$      | 132,185 | \$   | 107,007     | \$  | 103,973    | \$       | 3,034   |

## **Community Development District**

### **General Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

|                                     |           | Adopted |          | Pror | Prorated Budget |      | Actual     |               |
|-------------------------------------|-----------|---------|----------|------|-----------------|------|------------|---------------|
|                                     |           | В       | udget    | Thr  | u 06/30/25      | Thru | ı 06/30/25 | Variance      |
| Operation and Maintenance           |           |         |          |      |                 |      |            |               |
| Field Expenses                      |           |         |          |      |                 |      |            |               |
| Field Management                    |           | \$      | 8,348    | \$   | 6,261           | \$   | 6,261      | \$<br>-       |
| Electric                            |           | \$      | 9,490    | \$   | 7,118           | \$   | 4,367      | \$<br>2,750   |
| Streetlights                        |           | \$      | 30,418   | \$   | 22,813          | \$   | 16,930     | \$<br>5,883   |
| Property Insurance                  |           | \$      | 6,333    | \$   | 6,333           | \$   | 5,064      | \$<br>1,269   |
| Landscape Maintenance               |           | \$      | 58,860   | \$   | 44,145          | \$   | 39,240     | \$<br>4,905   |
| Landscape Replacement & Enhancement |           | \$      | 20,000   | \$   | 20,000          | \$   | 18,000     | \$<br>2,000   |
| Irrigation Repairs                  |           | \$      | 5,500    | \$   | 5,500           | \$   | 6,941      | \$<br>(1,441) |
| General Field Repairs & Maintenance |           | \$      | 15,000   | \$   | 15,000          | \$   | 21,269     | \$<br>(6,269) |
| Contingency                         | _         | \$      | 10,000   | \$   | 7,500           | \$   | 1,453      | \$<br>6,047   |
|                                     | Subtotal_ | \$      | 163,948  | \$   | 134,669         | \$   | 119,524    | \$<br>15,145  |
|                                     |           |         |          |      |                 |      |            |               |
| Amenity Expenses                    |           |         |          |      |                 |      |            |               |
| Inter-Governmental Expense          |           | \$      | 92,509   | \$   | 92,509          | \$   | 92,509     | \$<br>-       |
| Trash Collections                   |           | \$      | 2,100    | \$   | 1,575           | \$   | 1,800      | \$<br>(225)   |
| Pest Control                        | _         | \$      | 960      | \$   | 720             | \$   | -          | \$<br>720     |
|                                     | Subtotal_ | \$      | 95,569   | \$   | 94,804          | \$   | 94,309     | \$<br>495     |
| Total O&M Expenses:                 |           | \$      | 259,517  | \$   | 229,473         | \$   | 213,833    | \$<br>15,640  |
| Total Expenditures                  |           | \$      | 391,702  | \$   | 336,479         | \$   | 317,806    | \$<br>18,674  |
| Other Financing Sources/Uses:       |           |         |          |      |                 |      |            |               |
| Capital Reserve                     |           | \$      | (40,000) | \$   | -               | \$   | -          | \$<br>-       |
| Total Other Financing Sources/Uses  |           | \$      | (40,000) | \$   | -               | \$   | -          | \$<br>-       |
| Excess Revenues (Expenditures)      |           | \$      | -        |      |                 | \$   | 114,325    |               |
| Fund Balance - Beginning            |           | \$      | -        |      |                 | \$   | 134,509    |               |
| Fund Balance - Ending               |           | \$      | -        |      |                 | \$   | 248,833    |               |

## **Community Development District**

### **Debt Service Fund - Series 2017**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

|                                | Adopted |         | Proi | ated Budget |     | Actual     |          |       |
|--------------------------------|---------|---------|------|-------------|-----|------------|----------|-------|
|                                |         | Budget  |      | u 06/30/25  | Thr | u 06/30/25 | Variance |       |
| Revenues:                      |         |         |      |             |     |            |          |       |
| Assessments - Tax Roll         | \$      | 258,211 | \$   | 258,211     | \$  | 258,370    | \$       | 159   |
| Interest                       | \$      | 6,000   | \$   | 6,000       | \$  | 10,071     | \$       | 4,071 |
| <b>Total Revenues</b>          | \$      | 264,211 | \$   | 264,211     | \$  | 268,440    | \$       | 4,229 |
| Expenditures:                  |         |         |      |             |     |            |          |       |
| Interest Expense 11/1          | \$      | 82,726  | \$   | 82,726      | \$  | 82,726     | \$       | -     |
| Principal Expense - 5/1        | \$      | 80,000  | \$   | 80,000      | \$  | 80,000     | \$       | =     |
| Interest Expense - 5/1         | \$      | 82,726  | \$   | 82,726      | \$  | 82,726     | \$       | -     |
| Total Expenditures             | \$      | 245,451 | \$   | 245,451     | \$  | 245,451    | \$       | -     |
| Excess Revenues (Expenditures) | \$      | 18,760  |      |             | \$  | 22,989     |          |       |
| Fund Balance - Beginning       | \$      | 161,143 |      |             | \$  | 285,721    |          |       |
| Fund Balance - Ending          | \$      | 179,902 |      |             | \$  | 308,711    |          |       |

## **Community Development District**

### **Debt Service Fund - Series 2019**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

|                                | ,  | Adopted | Pro | ated Budget |               | Actual  |          |       |
|--------------------------------|----|---------|-----|-------------|---------------|---------|----------|-------|
|                                |    | Budget  |     | u 06/30/25  | Thru 06/30/25 |         | Variance |       |
| Revenues:                      |    |         |     |             |               |         |          |       |
| Assessments - Tax Roll         | \$ | 209,762 | \$  | 209,762     | \$            | 209,891 | \$       | 129   |
| Interest                       | \$ | 5,000   | \$  | 5,000       | \$            | 7,884   | \$       | 2,884 |
| Total Revenues                 | \$ | 214,762 | \$  | 214,762     | \$            | 217,774 | \$       | 3,013 |
| Expenditures:                  |    |         |     |             |               |         |          |       |
| Interest Expense 11/1          | \$ | 77,869  | \$  | 77,869      | \$            | 77,869  | \$       | -     |
| Principal Expense 11/1         | \$ | 55,000  | \$  | 55,000      | \$            | 55,000  | \$       | -     |
| Interest Expense 5/1           | \$ | 76,700  | \$  | 76,700      | \$            | 76,700  | \$       | -     |
| Total Expenditures             | \$ | 209,569 | \$  | 209,569     | \$            | 209,569 | \$       | -     |
| Excess Revenues (Expenditures) | \$ | 5,193   |     |             | \$            | 8,206   |          |       |
| Fund Balance - Beginning       | \$ | 159,358 |     |             | \$            | 266,125 |          |       |
| Fund Balance - Ending          | \$ | 164,551 |     |             | \$            | 274,331 |          |       |

## **Community Development District**

## **Capital Projects Fund - Series 2017**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

|                                | Ad     | opted | Prorate | ed Budget |      | Actual   |    |         |
|--------------------------------|--------|-------|---------|-----------|------|----------|----|---------|
|                                | Budget |       | Thru 0  | 6/30/25   | Thru | 06/30/25 | V  | ariance |
| Revenues:                      |        |       |         |           |      |          |    |         |
| Interest                       | \$     | -     | \$      | -         | \$   | 0        | \$ | 0       |
| Total Revenues                 | \$     | -     | \$      | -         | \$   | 0        | \$ | 0       |
| Expenditures:                  |        |       |         |           |      |          |    |         |
| Capital Outlay                 | \$     | -     | \$      | -         | \$   | 3,858    | \$ | (3,858) |
| Total Expenditures             | \$     | -     | \$      | -         | \$   | 3,858    | \$ | (3,858) |
| Excess Revenues (Expenditures) | \$     | -     |         |           | \$   | (3,858)  |    |         |
| Fund Balance - Beginning       | \$     | -     |         |           | \$   | 3,858    |    |         |
| Fund Balance - Ending          | \$     | -     |         |           | \$   | -        |    |         |

## **Community Development District**

## **Capital Reserve Projects**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

|                                      | A  | dopted | Prorate | ed Budget |      | Actual   |    |        |
|--------------------------------------|----|--------|---------|-----------|------|----------|----|--------|
|                                      | I  | Budget | Thru 0  | 6/30/25   | Thru | 06/30/25 | Va | riance |
| Revenues:                            |    |        |         |           |      |          |    |        |
| Interest                             | \$ | -      | \$      | -         | \$   | 22       | \$ | 22     |
| Total Revenues                       | \$ | -      | \$      | -         | \$   | 22       | \$ | 22     |
| Expenditures:                        |    |        |         |           |      |          |    |        |
| Contingency                          | \$ | -      | \$      | -         | \$   | -        | \$ | -      |
| Total Expenditures                   | \$ | -      | \$      | -         | \$   | -        | \$ | -      |
| Other Financing Sources:             |    |        |         |           |      |          |    |        |
| Transfer In/(Out)                    | \$ | 40,000 | \$      | -         | \$   | -        | \$ | -      |
| Total Other Financing Sources (Uses) | \$ | 40,000 | \$      | -         | \$   | -        | \$ | -      |
| Excess Revenues (Expenditures)       | \$ | 40,000 |         |           | \$   | 22       |    |        |
| Fund Balance - Beginning             | \$ | 9,275  |         |           | \$   | 29,384   |    |        |
| Fund Balance - Ending                | \$ | 49,275 |         |           | \$   | 29,406   |    |        |

## Community Development District Month to Month

|                                 | Oct          | Nov             | Dec     | Jan            | Feb      | March     | April    | May      | June      | July | Aug  | Sept | Total   |
|---------------------------------|--------------|-----------------|---------|----------------|----------|-----------|----------|----------|-----------|------|------|------|---------|
| Revenues:                       |              |                 |         |                |          |           |          |          |           |      |      |      |         |
| Assessments - Tax Roll          | \$<br>-      | \$<br>13,408 \$ | 401,788 | \$<br>5,181 \$ | 2,936 \$ | 2,627 \$  | 6,026 \$ | - \$     | - \$      | - \$ | - \$ | - \$ | 431,966 |
| Other Income                    | \$<br>30     | \$<br>- \$      | -       | \$<br>- \$     | - \$     | - \$      | 30 \$    | 30 \$    | 75 \$     | - \$ | - \$ | - \$ | 165     |
| Total Revenues                  | \$<br>30     | \$<br>13,408 \$ | 401,788 | \$<br>5,181 \$ | 2,936 \$ | 2,627 \$  | 6,056 \$ | 30 \$    | 75 \$     | - \$ | - \$ | - \$ | 432,131 |
| Expenditures:                   |              |                 |         |                |          |           |          |          |           |      |      |      |         |
| General & Administrative:       |              |                 |         |                |          |           |          |          |           |      |      |      |         |
| Supervisor Fees                 | \$<br>600    | \$<br>400 \$    | -       | \$<br>- \$     | 200 \$   | 1,600 \$  | 600 \$   | 1,200 \$ | - \$      | - \$ | - \$ | - \$ | 4,600   |
| FICA Expense                    | \$<br>-      | \$<br>- \$      | -       | \$<br>- \$     | 15 \$    | 122 \$    | 46 \$    | 92 \$    | - \$      | - \$ | - \$ | - \$ | 275     |
| Engineering Fees                | \$<br>710    | \$<br>360 \$    | 720     | \$<br>180 \$   | 520 \$   | 2,028 \$  | 615 \$   | 590 \$   | - \$      | - \$ | - \$ | - \$ | 5,723   |
| Dissemination Agent             | \$<br>569    | \$<br>569 \$    | 569     | \$<br>569 \$   | 569 \$   | 569 \$    | 569 \$   | 569 \$   | 569 \$    | - \$ | - \$ | - \$ | 5,119   |
| Attorney Fees                   | \$<br>2,345  | \$<br>962 \$    | 1,028   | \$<br>1,787 \$ | 3,216 \$ | 1,807 \$  | 2,237 \$ | 2,066 \$ | 2,384 \$  | - \$ | - \$ | - \$ | 17,831  |
| Assessment Administration       | \$<br>5,250  | \$<br>- \$      | -       | \$<br>- \$     | - \$     | - \$      | - \$     | - \$     | - \$      | - \$ | - \$ | - \$ | 5,250   |
| Annual Audit                    | \$<br>-      | \$<br>- \$      | -       | \$<br>- \$     | - \$     | 4,900 \$  | - \$     | - \$     | - \$      | - \$ | - \$ | - \$ | 4,900   |
| Trustee Fees                    | \$<br>-      | \$<br>3,717 \$  | -       | \$<br>- \$     | - \$     | 4,041 \$  | - \$     | - \$     | - \$      | - \$ | - \$ | - \$ | 7,758   |
| Management Fees                 | \$<br>3,750  | \$<br>3,750 \$  | 3,750   | \$<br>3,750 \$ | 3,750 \$ | 3,750 \$  | 3,750 \$ | 3,750 \$ | 3,750 \$  | - \$ | - \$ | - \$ | 33,750  |
| Information Technology          | \$<br>158    | \$<br>158 \$    | 158     | \$<br>158 \$   | 158 \$   | 158 \$    | 158 \$   | 158 \$   | 158 \$    | - \$ | - \$ | - \$ | 1,418   |
| Website Maintenance             | \$<br>105    | \$<br>105 \$    | 105     | \$<br>105 \$   | 105 \$   | 105 \$    | 105 \$   | 105 \$   | 105 \$    | - \$ | - \$ | - \$ | 945     |
| Postage & Delivery              | \$<br>58     | \$<br>26 \$     | 45      | \$<br>152 \$   | 6 \$     | 84 \$     | 50 \$    | 667 \$   | 6 \$      | - \$ | - \$ | - \$ | 1,093   |
| Telephone                       | \$<br>-      | \$<br>- \$      | -       | \$<br>- \$     | - \$     | - \$      | - \$     | - \$     | - \$      | - \$ | - \$ | - \$ | -       |
| Printing & Binding              | \$<br>-      | \$<br>- \$      | 48      | \$<br>- \$     | 5 \$     | 10 \$     | 30 \$    | 61 \$    | 2 \$      | - \$ | - \$ | - \$ | 156     |
| Insurance                       | \$<br>7,296  | \$<br>- \$      | -       | \$<br>- \$     | - \$     | - \$      | - \$     | - \$     | - \$      | - \$ | - \$ | - \$ | 7,296   |
| Legal Advertising               | \$<br>-      | \$<br>959 \$    | -       | \$<br>- \$     | - \$     | 756 \$    | 299 \$   | 617 \$   | 4,633 \$  | - \$ | - \$ | - \$ | 7,264   |
| Contingency                     | \$<br>76     | \$<br>40 \$     | 41      | \$<br>40 \$    | 44 \$    | 44 \$     | 44 \$    | 44 \$    | 44 \$     | - \$ | - \$ | - \$ | 419     |
| Office Supplies                 | \$<br>0      | \$<br>0 \$      | 0       | \$<br>0 \$     | 0 \$     | 0 \$      | 0 \$     | 0 \$     | 0 \$      | - \$ | - \$ | - \$ | 2       |
| Dues, Licenses & Fees           | \$<br>175    | \$<br>- \$      | -       | \$<br>- \$     | - \$     | - \$      | - \$     | - \$     | - \$      | - \$ | - \$ | - \$ | 175     |
| Total General & Administrative: | \$<br>21,092 | \$<br>11,046 \$ | 6,463   | \$<br>6,741 \$ | 8,589 \$ | 19,972 \$ | 8,502 \$ | 9,918 \$ | 11,650 \$ | - \$ | - \$ | - \$ | 103,973 |

## Community Development District Month to Month

|                                     |             | Oct       | Nov       | Dec       | Jan       | Feb       | March     | April     | May        | June      | July | Aug  | Sept T | Γotal                                   |
|-------------------------------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-----------|------|------|--------|---|
| Operation and Maintenance           |             |           |           |           |           |           |           |           |            |           |      |      |        |   |
| Field Expenses                      |             |           |           |           |           |           |           |           |            |           |      |      |        |   |
| Field Management                    | \$          | 696 \$    | 696 \$    | 696 \$    | 696 \$    | 696 \$    | 696 \$    | 696 \$    | 696 \$     | 696 \$    | - \$ | - \$ | - \$   | 6,261                                   |
| Electric                            | \$          | 464 \$    | 475 \$    | 425 \$    | 493 \$    | 502 \$    | 471 \$    | 485 \$    | 526 \$     | 527 \$    | - \$ | - \$ | - \$   | 4,367                                   |
| Streetlights                        | \$          | 1,855 \$  | 1,846 \$  | 1,834 \$  | 1,866 \$  | 1,845 \$  | 1,841 \$  | 1,949 \$  | 1,948 \$   | 1,945 \$  | - \$ | - \$ | - \$   | 16,930                                  |
| Property Insurance                  | \$          | 5,064 \$  | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$       | - \$      | - \$ | - \$ | - \$   | 5,064                                   |
| Landscape Maintenance               | \$          | - \$      | 4,905 \$  | 4,905 \$  | 4,905 \$  | 4,905 \$  | 4,905 \$  | 4,905 \$  | 4,905 \$   | 4,905 \$  | - \$ | - \$ | - \$   | 39,240                                  |
| Landscape Replacement               | \$          | 18,000 \$ | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$       | - \$      | - \$ | - \$ | - \$   | 18,000                                  |
| Irrigation Repairs                  | \$          | 4,905 \$  | 141 \$    | 123 \$    | 87 \$     | 139 \$    | 497 \$    | 91 \$     | 667 \$     | 291 \$    | - \$ | - \$ | - \$   | 6,941                                   |
| General Repairs & Maintenance       | \$          | 1,600 \$  | 927 \$    | 5,699 \$  | 9,945 \$  | 675 \$    | - \$      | - \$      | 2,423 \$   | - \$      | - \$ | - \$ | - \$   | 21,269                                  |
| Contingency                         | \$          | - \$      | - \$      | - \$      | - \$      | - \$      | 784 \$    | 480 \$    | - \$       | 188 \$    | - \$ | - \$ | - \$   | 1,453                                   |
|                                     | Subtotal \$ | 32,584 \$ | 8,989 \$  | 13,682 \$ | 17,991 \$ | 8,761 \$  | 9,194 \$  | 8,605 \$  | 11,165 \$  | 8,552 \$  | - \$ | - \$ | - \$   | 119,524                                 |
| Amenity Expenses                    |             |           |           |           |           |           |           |           |            |           |      |      |        |   |
| Inter-Governmental Expense          | \$          | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | 92,509 \$  | - \$      | - \$ | - \$ | - \$   | 92,509                                  |
| Trash Collection                    | \$          | 166 \$    | 175 \$    | 166 \$    | 181 \$    | 181 \$    | 233 \$    | 233 \$    | 233 \$     | 233 \$    | - \$ | - \$ | - \$   | 1,800                                   |
| Pest Control                        | \$          | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$       | - \$      | - \$ | - \$ | - \$   | -                                       |
|                                     | Subtotal \$ | 166 \$    | 175 \$    | 166 \$    | 181 \$    | 181 \$    | 233 \$    | 233 \$    | 92,741 \$  | 233 \$    | - \$ | - \$ | - \$   | 94,309                                  |
| Total O&M Expenses:                 | \$          | 32,750 \$ | 9,164 \$  | 13,848 \$ | 18,172 \$ | 8,942 \$  | 9,427 \$  | 8,838 \$  | 103,907 \$ | 8,785 \$  | - \$ | - \$ | - \$   | 213,833                                 |
| Total Expenditures                  | \$          | 53,842 \$ | 20,210 \$ | 20,311 \$ | 24,913 \$ | 17,531 \$ | 29,399 \$ | 17,340 \$ | 113,825 \$ | 20,435 \$ | - \$ | - \$ | - \$ : | 317,806                                 |
| •                                   |             |           |           |           |           | ,         |           |           |            |           | •    | •    | ·      | , |
| Other Financing Sources/Uses:       |             |           |           |           |           |           |           |           |            |           |      |      |        |   |
| Transfer In/(Out)                   | \$          | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$       | - \$      | - \$ | - \$ | - \$   | -                                       |
| Total Other Financing Sources/Uses  | \$          | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$      | - \$       | - \$      | - \$ | - \$ | - \$   |   |
| Total Other Financing Sources/ 03es | •           |           |           |           |           |           |           |           |            |           |      |      |        |   |

#### COMMUNITY DEVELOPMENT DISTRICT

#### Special Assessment Receipts Fiscal Year 2025

ON ROLL ASSESSMENTS

|          |                   |               |                  |                |             |                    |    |             | 48%           | 29%               | 1   | 23%             | 100%           |
|----------|-------------------|---------------|------------------|----------------|-------------|--------------------|----|-------------|---------------|-------------------|-----|-----------------|----------------|
| Date     | Distribution      | Gross Amount  | Discount/Penalty | Commission     | Interest    | Property Appraiser | Nε | et Receipts | General Fund  | 2017 Debt Service | 201 | 19 Debt Service | Total          |
|          |                   |               |                  |                |             |                    |    |             |               |                   |     |                 |                |
| 11/13/24 | 10/21/24          | \$3,757.57    | (\$197.29)       | (\$71.21)      | \$0.00      | \$0.00             | \$ | 3,489.07    | \$ 1,674.20   | \$ 1,001.38       | \$  | 813.49          | \$ 3,489.07    |
| 11/19/24 | 11/01-11/07/24    | \$9,925.92    | (\$397.01)       | (\$190.58)     | \$0.00      | \$0.00             | \$ | 9,338.33    | \$ 4,480.92   | \$ 2,680.15       | \$  | 2,177.26        | \$ 9,338.33    |
| 11/26/24 | 11/08-11/15/24    | \$16,014.60   | (\$590.25)       | (\$308.49)     | \$0.00      | \$0.00             | \$ | 15,115.86   | \$ 7,253.21   | \$ 4,338.33       | \$  | 3,524.32        | \$ 15,115.86   |
| 12/06/24 | 11/16-11/26/24    | \$64,764.08   | (\$2,590.48)     | (\$1,243.47)   | \$0.00      | \$0.00             | \$ | 60,930.13   | \$ 29,236.78  | \$ 17,487.27      | \$  | 14,206.08       | \$ 60,930.13   |
| 12/07/24 | Inv#4652129       | \$0.00        | \$0.00           | \$0.00         | \$0.00      | (\$12,665.43)      | \$ | (12,665.43) | \$ (6,077.39) | \$ (3,635.05)     | \$  | (2,952.99)      | \$ (12,665.43) |
| 12/20/24 | 11/27/24-11/30/24 | \$825,297.68  | (\$33,011.36)    | (\$15,845.73)  | \$0.00      | \$0.00             | \$ | 776,440.59  | \$372,568.17  | \$ 222,842.54     | \$  | 181,029.88      | \$776,440.59   |
| 12/27/24 | 12/01/24-12/15/24 | \$13,356.38   | (\$468.76)       | (\$257.75)     | \$0.00      | \$0.00             | \$ | 12,629.87   | \$ 6,060.33   | \$ 3,624.84       | \$  | 2,944.70        | \$ 12,629.87   |
| 01/10/25 | 12/16/24-12/31/24 | \$11,358.92   | (\$340.78)       | (\$220.36)     | \$0.00      | \$0.00             | \$ | 10,797.78   | \$ 5,181.22   | \$ 3,099.02       | \$  | 2,517.54        | \$ 10,797.78   |
| 02/03/25 | 10/01/24-12/31/24 | \$0.00        | \$0.00           | \$0.00         | \$1,373.43  | \$0.00             | \$ | 1,373.43    | \$ 659.03     | \$ 394.18         | \$  | 320.22          | \$ 1,373.43    |
| 02/10/25 | 01/01/25-01/31/25 | \$4,991.44    | (\$149.76)       | (\$96.83)      | \$0.00      | \$0.00             | \$ | 4,744.85    | \$ 2,276.77   | \$ 1,361.80       | \$  | 1,106.28        | \$ 4,744.85    |
| 03/07/25 | 02/01/25-02/28/25 | \$5,610.82    | (\$24.96)        | (\$111.72)     | \$0.00      | \$0.00             | \$ | 5,474.14    | \$ 2,626.72   | \$ 1,571.11       | \$  | 1,276.32        | \$ 5,474.15    |
| 04/11/25 | 03/01/25-03/31/25 | \$12,774.68   | \$0.00           | (\$255.49)     | \$0.00      | \$0.00             | \$ | 12,519.19   | \$ 6,007.23   | \$ 3,593.07       | \$  | 2,918.89        | \$ 12,519.19   |
| 04/30/25 | 01/01/25-03/31/25 | \$0.00        | \$0.00           | \$0.00         | \$38.21     | \$0.00             | \$ | 38.21       | \$ 18.33      | \$ 10.97          | \$  | 8.91            | \$ 38.21       |
|          |                   |               |                  |                |             |                    |    | •           |               |                   |     |                 |                |
|          | Total             | \$ 967,852.09 | \$ (37,770.65)   | \$ (18,601.63) | \$ 1,411.64 | \$ (12,665.43)     | \$ | 900,226.02  | \$431,965.52  | \$ 258,369.61     | \$  | 209,890.90      | \$900,226.03   |

|   | 100% | Net Percent Collected        |
|---|------|------------------------------|
| 0 |      | Balance Remaining to Collect |

## Community Development District Long Term Debt Report

#### Series 2017, Special Assessment Revenue Bonds

Interest Rate: 3.500%, 4.100%, 4.625%, 5.000%

Maturity Date: 5/1/2048

Reserve Fund Definition 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$123,875 Reserve Fund Balance \$123,875

Bonds Outstanding - 10/16/2017 \$4,965,000 Less: Special Call Payment - 05/01/2018 (\$300,000)Less: Special Call Payment - 07/23/2018 (\$560,000) Less: Principal Payment - 05/01/2019 (\$265,000) (\$70,000) Less: Principal Payment - 05/01/2020 Less: Principal Payment - 05/01/2021 (\$70,000) Less: Special Call Payment - 11/01/2021 (\$5,000)Less: Principal Payment - 05/01/2022 (\$80,000)Less: Principal Payment - 11/01/2022 (\$5,000)Less: Principal Payment - 05/01/2023 (\$75,000) Less: Principal Payment - 05/01/2024 (\$75,000) Less: Principal Payment - 05/01/2025 (\$80,000)

#### Series 2019, Special Assessment Revenue Bonds

\$3,380,000

Interest Rate: 4.250%, 4.750%, 5.500%, 5.625%

Maturity Date: 11/1/2049

**Current Bonds Outstanding** 

Reserve Fund Definition 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$105,956 Reserve Fund Balance \$105,956

Bonds Outstanding - 11/01/2020 \$4,335,000 (\$605,000) Less: Special Call Payment - 02/01/20 (\$325,000) Less: Special Call Payment - 08/01/20 Less: Special Call Payment - 11/01/20 (\$170,000) Less: Special Call Payment - 02/01/21 (\$155,000) Less: Principal Payment - 05/01/21 (\$55,000) Less: Special Call Payment - 08/01/21 (\$5,000)Less: Principal Payment - 11/01/21 (\$65,000)Less: Principal Payment - 11/01/22 (\$55,000) Less: Principal Payment - 11/01/23 (\$50,000) Less: Principal Payment - 11/01/24 (\$55,000)

Current Bonds Outstanding \$2,795,000

## SECTION iii

- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older.
- (3) The Amenity Facilities' hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Facilities will also close early at the discretion of the Amenity staff on Christmas Eve and New Year's Eve. Notwithstanding the foregoing, the Amenity staff shall have the discretion to close the Amenity Facilities due to any unforeseen event or circumstance that may pose a threat to the health, safety and welfare of the Patrons.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with a minimum of \$1,000,000 in coverage, with the District named as an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (5) Dogs and all other pets (with the exception of certified service animals) are not permitted on the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, sidewalks, pathways, or in any way which blocks the normal flow of traffic.
- (7) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (8) No Patron, visitor or Guest is allowed in the service areas of the Amenity Facilities.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes in accordance with the District's Rules of Procedure or applicable Florida law.
- (10) The Board of Supervisors, District Manager, his or her designee, and personnel of the Amenity Facilities have full authority to enforce these policies.
- (11) A facility Key Card will be issued to a property-owning entity at the time they are closing upon property within the District. The fee for the initial card is set forth in the Amenity Fee Schedule. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. The Key Card should not be given out to non-residents. A maximum of two (2) Key Cards will be issued per residential unit.