*Rhodine Road North*
*Community Development District*

*Agenda*

*August 7, 2019*

# AGENDA

# *Rhodine Road North*
## *Community Development District*

**135 W. Central Blvd., Suite 320, Orlando, Florida 32801**
**Phone: 407-841-5524 – Fax: 407-839-1526**

July 31, 2019

**Board of Supervisors**
**Rhodine Road North**
**Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of **Rhodine Road North Community Development District** will be held **Wednesday, August 7, 2019 at 11:30 AM at The Holiday Inn Express, 2102 N Park Rd., Plant City, Florida 33563**. Following is the advance agenda for the meeting:

**Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period ([1]Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the June 24, 2019 Board of Supervisors Meeting
4. Consideration of Resolution 2019-45 Directing the Chairman and District Staff to File a Petition Amending District Boundaries
5. Consideration of Boundary Amendment Funding Agreement
6. Consideration of Resolution 2019-46 Ratifying the Sale of Bonds
7. Authorization to Record Notice of Lien of Special Assessments for Series 2019 Bonds
8. **Consideration of Disclosure of Public Financing - ADDED**
9. **Consideration of Personnel Leasing Agreement - ADDED**
10. Appointment of Audit Committee
11. Staff Reports
    - A. Attorney
    - B. Engineer
    - C. District Manager's Report
        - i. Approval of Check Register
        - ii. Balance Sheet and Income Statement
        - iii. Approval of Fiscal Year 2020 Meeting Schedule
        - iv. Ratification of Series 2019 Requisitions #1 - #5
12. Other Business
13. Supervisors Requests and Audience Comments
14. Adjournment

[1] Comments will be limited to three (3) minutes

**Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Audit Services
    A. Approval of Request for Proposals and Selection Criteria
    B. Approval of Notice of Request for Proposals for Audit Services
    C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of the minutes from the June 24, 2019 Board of Supervisors meeting. A copy of the minutes are enclosed for your review and approval.

The fourth order of business is Consideration of Resolution 2019-45 directing the Chairman and District Staff to file a petition amending District boundaries. A copy of the resolution is included for your review and approval.

The fifth order of business is Consideration of Boundary Amendment Funding Agreement. A copy of the agreement is enclosed for your review and approval.

The sixth order of business is Consideration of Resolution 2019-46 Ratifying the Sale of Bonds. A copy of the resolution is included for your review and approval.

The seventh order of business is Authorization to Record Notice of Lien of Special Assessments for Series 2019 Bonds. A copy of the notice of lien is included for your review.

The eighth order of business is Consideration of Disclosure of Public Financing. Enclosed is a copy of the Disclosure of Public Financing.

The ninth order of business is Consideration of Personnel Leasing Agreement. A copy of the agreement is included for your review and approval.

The eleventh order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the approval of the check register. Sub-Section 2 includes the balance sheet and income statement for your review. Sub-Section 3 includes the proposed meeting schedule for Fiscal Year 2020. Sub-Section includes Requisitions #1 through #5 for your review and ratification.

Following the adjournment of the Board of Supervisor's meeting, there will be a meeting of the Audit Committee to approve the Request for Proposals, selection criteria and the notice of RFP for auditing services. Enclosed for your review are copies of the RFP, selection criteria and RFP notice.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC:
Roy Van Wyk, District Counsel
Enclosures

**MINUTES OF MEETING**
**RHODINE ROAD NORTH**
**COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Rhodine Road North Community Development District was held on Wednesday, **June 24, 2019** at 1:00 p.m. at Holiday Inn Express, 2102 N Park Road, Plant City, Florida.

Present and constituting a quorum:

| | |
|---|---|
| Andrew Rhinehart | Vice Chairman |
| Patrick Marone | Assistant Secretary |
| Matthew Cassidy | Assistant Secretary |
| Lauren Schwenk *via phone* | Assistant Secretary |

Also, present were:

| | |
|---|---|
| Jill Burns | District Manager, GMS |
| Roy Van Wyk *via phone* | HGS |
| Bob Gang *via phone* | Greenberg Traurig |

**FIRST ORDER OF BUSINESS** **Roll Call**

Ms. Burns called the meeting to order at 1:07 p.m. and noted that a quorum was established.

**SECOND ORDER OF BUSINESS** **Public Comment Period**

Ms. Burns noted that there were no members of the public present.

**THIRD ORDER OF BUSINESS** **Approval of Minutes of the May 1, 2019 and May 22, 2019 Board of Supervisors Meetings**

Ms. Burns asked for comments or corrections to the May 1, 2019 and May 22, 2019 meeting minutes. The board had no changes.

> On MOTION by Mr. Rhinehart, seconded by Mr. Cassidy, with all in favor, the Minutes of the May 1, 2019 and May 22, 2019 Board of Supervisors Meetings, were approved.

**FOURTH ORDER OF BUSINESS** **Public Hearing**

**A. Public Hearing on the Imposition of Special Assessments**

Ms. Burns noted they sent a mailed notice to all the landowners prior to 30 days of the meeting and published the public hearing in the paper.

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

Ms. Burns noted there were no members of the public present.

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

**i. Consideration of Resolution 2019-43 Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by the District's Improvements**

Ms. Burns presented Resolution 2019-43. She noted this had not changed since the board reviewed it at the prior meeting. Ms. Burns asked for any questions, the board had none.

Mr. Wyk asked if it was Ms. Burns opinion that the benefit on the parcels is equal to or exceeds the burden placed on those parcels by the assessments. Ms. Burns answered yes. Mr. Wyk asked Ms. Burns if it was her opinion that the assessments as imposed are fairly and reasonably apportioned. Ms. Burns answered yes. Mr. Wyk asked the board if they had any questions, the board had nothing.

> On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-43 Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by the District's Improvements, was approved.

**FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2019-44 Supplemental Assessment Resolution**

Ms. Burns presented Resolution 2019-44 and explained the exhibits including the Engineer's Report and Methodology. Mr. Wyk noted there are some funds being held in escrow pending the annexation of the parcel into the district. Once the annexation takes place, they will

spread the assessments over the rest of the parcels after the release of the escrow funds is completed.

> On MOTION by Mr. Cassidy, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-44 Supplemental Assessment Resolution, was approved.

**SIXTH ORDER OF BUSINESS** **Consideration of True-up Agreement**

Ms. Burns presented the True-up Agreement and suggested approving the agreement in substantial form. This agreement confirms the Developer's intention and obligation to make true-up payments related to the 2019 Special Assessments. Mr. Wyk noted there are still 7 lots under consideration for development.

> On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the True-up Agreement, was approved in substantial form.

**SEVENTH ORDER OF BUSINESS** **Consideration of Collateral Assignment and Assumption of Development Rights**

Ms. Burns presented the Collateral Assignment and Assumption of Development Rights and suggested approving in substantial form.

> On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Collateral Assignment and Assumption of Development Rights, was approved in substantial form.

**EIGHTH ORDER OF BUSINESS** **Consideration of Completion Agreement**

Ms. Burns presented the Completion Agreement. The Developer will agree to complete or provide funds for the Series 2019 project.

> On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Completion Agreement, was approved in substantial form.

**NINTH ORDER OF BUSINESS** **Consideration of Acquisition Agreement**

Ms. Burns presented the Acquisition Agreement and suggested approving in substantial form.

> On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Acquisition Agreement, was approved in substantial form.

**TENTH ORDER OF BUSINESS** **Staff Reports**

**A. Attorney**

Mr. Wyk noted at the previous meeting the Construction Funding Agreement with the Developer. The majority of that property is now owned by Ridgewood. Mr. Wyk asked for the board's authorization to assign the Construction Funding Contract from JMBI to Ridgewood LLC.

> On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, Authorization to Assign the Construction Funding Contract to Ridgewood LLC, was approved.

**B. Engineer**

There being none, the next item followed.

**C. District Manager's Report**

**i. Approval of Check Register**

Ms. Burns noted the total amount from May 1st through June 19th was $31,595.53.

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

**ii. Balance Sheet and Income Statement**

Ms. Burns noted the balance sheet and income statement were in the agenda package, this item required no action.

**ELEVENTH ORDER OF BUSINESS** **Other Business**

The July 3rd meeting at 1:00 p.m. was cancelled.

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

Ms. Burns asked for any supervisor requests or audience comments. The board had no requests.

**THIRTEENTH ORDER OF BUSINESS** **Adjournment**

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

# MINUTES

# SECTION IV

**RESOLUTION 2019-45**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH HILLSBOROUGH COUNTY, FLORIDA REQUESTING THE ADOPTION OF AN ORDINANCE FURTHER AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Rhodine Road North Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as established by Ordinance 18-35 (the "Ordinance"), adopted by the Board of County Commissioners in and for Hillsborough County, Florida ("County") on December 12, 2018, and being situated in unincorporated Hillsborough County, Florida; and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS,** the District presently consists of approximately 102.12 acres of land, more or less, as more fully described in the Ordinance; and

**WHEREAS,** on August 13, 2019, the County will consider an ordinance ("Boundary Amendment Ordinance"), amending the Ordinance to include an additional 17.25 acres of land, more or less; and

**WHEREAS,** upon the enactment of the Boundary Amendment Ordinance, the District will consist of approximately 119 acres of land, more or less; and

**WHEREAS,** JMBI Real Estate, LLC, a Florida limited liability company and the owner and developer of land within the District has approached the District and requested the District petition to further amend its boundaries to add approximately 61.13 acres of land, as more particularly described in the attached **Exhibit A** ("Property"); and

**WHEREAS,** the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS,** for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

**WHEREAS,** addition of the land depicted in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plan; and

**WHEREAS,** the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

**WHEREAS,** in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

**WHEREAS,** the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

**WHEREAS,** the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, and such other actions as are necessary in furtherance of the boundary amendment process.

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

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County, to seek the amendment of the District's boundaries to add the lands depicted in **Exhibit A,** pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

**SECTION 3.** The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the County to amend the boundaries of the District.

**SECTION 4.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 7th day of August, 2019.

ATTEST:

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

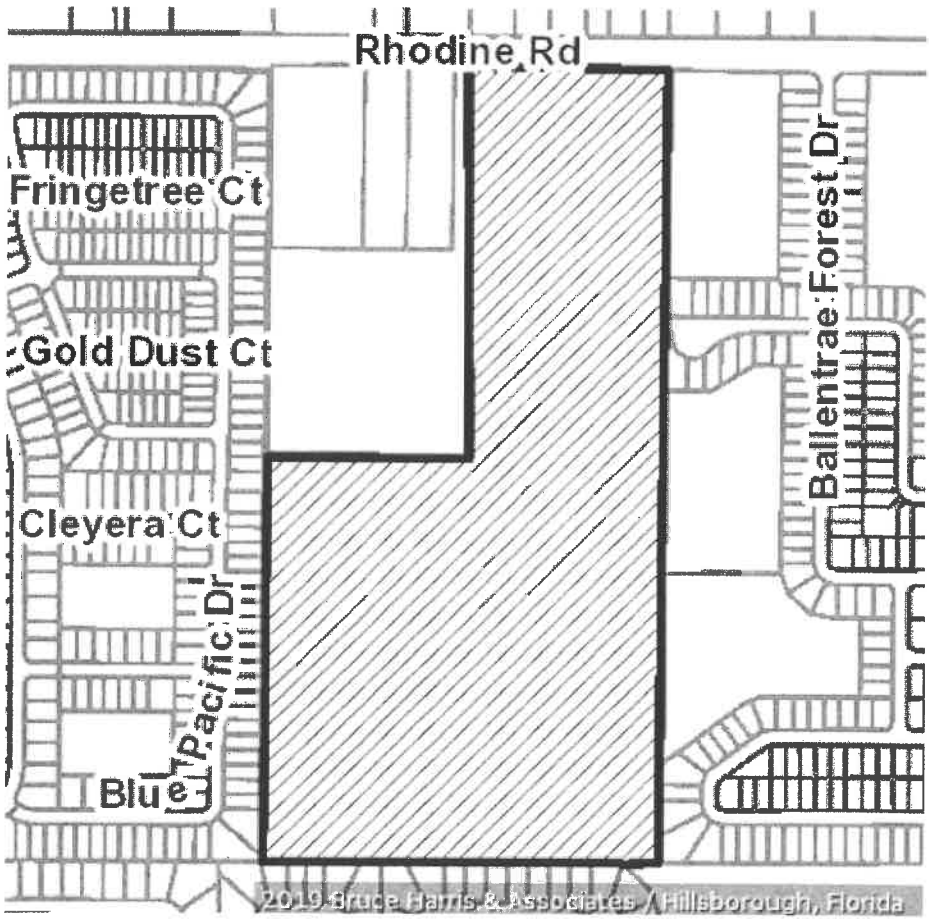
_____
Assistant Secretary

_____
Chairperson/Vice-Chairperson, Board of Supervisors

**EXHIBIT A**

Parcel Identification Number: 077436-0000

E 1/2 OF NE 1/4 OF NE 1/4 LESS N 50 FT FOR RD--- SE 1/4 OF NE ¼



# SECTION V

# BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT AND JMBI REAL ESTATE, LLC

This Agreement is made and entered into this ____ day of _____, 2019, by and between:

**THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in unincorporated Hillsborough County, Florida ("District"); and

**JMBI REAL ESTATE, LLC,** a Florida limited liability company and an owner and developer within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 ("Developer").

## RECITALS

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the "Act"), as established by Ordinance 18-35 (the "Ordinance"), adopted by the Board of County Commissioners in and for Hillsborough County, Florida ("County"), which became effective December 12, 2018, and being situated in unincorporated Hillsborough County, Florida; and

**WHEREAS,** on August 13, 2019, the County will consider adopting an ordinance ("Boundary Amendment Ordinance"), amending the Ordinance to include an additional 17 acres of land, more or less; and

**WHEREAS,** pursuant to the Act, the District is authorized to and was created for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements and services; and

**WHEREAS,** upon enactment of the Boundary Amendment Ordinance, the District will consist of approximately 119 acres of land, more or less; and

**WHEREAS,** Developer has approached the District and requested that the District petition to amend its boundaries again to include additional lands to the District; and

**WHEREAS**, the amendment proposed by Developer will result in the District being comprised of approximately 180.13 acres of land, more or less; and

**WHEREAS**, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County and such other actions as are necessary in furtherance of the boundary amendment process; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District Staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

**WHEREAS**, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

**WHEREAS**, Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

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

**1. PROVISION OF FUNDS.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District Staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**2. DISTRICT USE OF FUNDS.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accordance with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from Developer for reimbursement for services of the boundary amendment team, as described in Paragraph One (1) of this Agreement. The District shall not reimburse Developer for funds made available to the District under this Agreement.

**3. DEFAULT.** 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.

**4. ENFORCEMENT OF AGREEMENT.** In the event that either party 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**8. 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: | Rhodine Road North Community Development District<br>c/o Governmental Management Services – Central Florida, LLC<br>135 West Central Boulevard, Suite 320<br>Orlando, Florida 32801<br>Attn: District Manager |
| | With a copy to: | Hopping Green & Sams, P.A.<br>119 South Monroe Street, Suite 300<br>Tallahassee, Florida 32301<br>Attn: Roy Van Wyk |
| B. | If to Developer: | JMBI Real Estate, LLC<br>346 East Central Avenue<br>Winter Haven, Florida 33880<br>Attn: Rennie Heath |
| | With a copy to: | Straughn & Turner, P.A<br>255 Magnolia Avenue, S.W.<br>Winter Haven, Florida 33880<br>Attn: Richard Straughn |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, 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 parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; 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 parties to this Agreement and their respective representatives, successors, and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. For purposes of venue, the parties consent to and agree to the exclusive jurisdiction of the appropriate court, in and for Hillsborough County, Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties. However, Developer recognizes that due to the timing of the filing of the petition, fees, costs and expenses may have been incurred by the District prior to execution and such amounts shall be due and owing regardless of the effective date of this Agreement.

**13. TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar days' period to cure said breach.

**14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

**15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 doubtful language will not be interpreted or construed against any party.

**16. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**18. 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 and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

In witness thereof, the parties execute this agreement the day and year first written above.

ATTEST:

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

_____
Assistant Secretary

_____
Name:_____
Title:_____

WITNESS:

**JMBI REAL ESTATE, LLC**
a Florida limited liability company

_____
Witness

_____
By:_____
Its: _____

# SECTION VI

**RESOLUTION 2019-46**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** the District previously adopted Resolutions 2019-24 and 2019-38 ("Bond Resolution"), authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2019; and

**WHEREAS,** on June 28, 2019, the District closed on the sale of its Rhodine Road North Community Development District Special Assessment Bonds, Series 2019 in the amount of $10,000,000 (the "Series 2019 Bonds");

**WHEREAS,** as prerequisites to the issuance of the Series 2019 Bonds, the Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the "Closing Documents"), as authorized by the Bond Resolution; and

**WHEREAS,** the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District staff in closing the sale of the Series 2019 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2019 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2019 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District staff in finalizing the closing and issuance of the Series 2019 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2019 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 7th day of August, 2019.

ATTEST:

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

# SECTION VII

**This space reserved for use by the Clerk of the Circuit Court**

**This Instrument Prepared by and return to:**

**Roy Van Wyk, Esq.**
**HOPPING GREEN & SAMS, P.A.**
**119 South Monroe Street, Suite 300**
**Tallahassee, Florida 32301**

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**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**
**NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR**
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Rhodine Road North Community Development District (the "District"), in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2019-40, 2019-41, 2019-43, and 2019-44 (the "Assessment Resolutions"), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the project described in such Assessment Resolutions. Said assessments are pledged to secure the Rhodine Road North Community Development District Series 2019 Bonds. The legal description of the lands on which said special assessments are imposed is attached to this Notice ("Notice"), as **Exhibit A.** The special assessments are imposed on benefitted property within the District as described in the *Amended and Restated Master Assessment Methodology for Rhodine Road North Community Development District,* dated May 22, 2019, as supplemented by that *Supplemental Assessment Methodology*, dated June 21, 2019 (together, the "Assessment Methodology Report"), approved by the District. A copy of the Assessment

Methodology Report and the Assessment Resolutions may be obtained by contacting the District at: Rhodine Road North Community Development District, c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801; Ph.: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, as amended. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**IN WITNESS WHEREOF**, this Notice has been executed on the ___ day of _____, 2019, and recorded in the Official Records of Hillsborough County, Florida.

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

_____
Chairperson, Board of Supervisors

_____
Witness

_____
Witness

_____
Print Name

_____
Print Name

**STATE OF FLORIDA**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Warren K. (Rennie) Heath II, Chairperson of the Board of Supervisors, who is personally known to me and did not take an oath.

_____

Print Name:_____

Notary Public, State of Florida

Commission No.:_____

My Commission Expires: _____

# Exhibit A

## SERIES 2019 ASSESSMENT AREA LANDS



Exhibit A

**SKETCH & DESCRIPTION – NOT A SURVEY**

LEGAL DESCRIPTION:

*A PARCEL OF LAND LYING IN GOVERNMENT LOTS 1, 2 IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST AND GOVERNMENT LOT 3 IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 AND THE SOUTHEAST CORNER OF GOVERNMENT LOT 3, IN SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA AND PROCEED N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RHODINE ROAD AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 19528, PAGE 1481, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 755.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°51'10" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 135.55 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°08'56" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 658.98 FEET; THENCE S 24°21'49" W, A DISTANCE OF 105.23 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°48'49" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 31.51 FEET; THENCE N 25°01'20" E, A DISTANCE OF 105.61 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 166.00 FEET OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE N 00°10'37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 1780.95 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 394.00 FEET OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE S 89°58'48" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 166.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE N 00°10'04" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 394.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 3 AS RECORDED IN PLAT BOOK 121, PAGE 85 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 89°58'48" E, ALONG SAID NORTH AND SOUTH BOUNDARIES, A DISTANCE OF 330.56 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3 AND THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE N 89°43'14" E, ALONG THE NORTH BOUNDARIES OF SAID GOVERNMENT LOTS 1 AND 2 AND THE SOUTH BOUNDARY OF SAID ESTUARY PHASE 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 2 AS RECORDED IN PLAT BOOK 120, PAGE 211 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE SOUTH BOUNDARY OF ESTUARY PHASE 1 AND 4 AS RECORDED IN PLAT BOOK 119, PAGE 91 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1650.73 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT A–DRAINAGE AS SHOWN ON SAID ESTUARY PHASE 1 AND 4; THENCE S 00°00'16" W, ALONG SAID WEST BOUNDARY AND THE WEST BOUNDARY OF ESTUARY PHASE 5 AS RECORDED IN PLAT BOOK 123, PAGE 35 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE WEST BOUNDARY OF MASSARO MINOR SUBDIVISION AS RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 36 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1170.14 FEET TO THE SOUTHWEST CORNER OF SAID MASSARO MINOR SUBDIVISION; THENCE N 89°50'36" E, ALONG THE SOUTH BOUNDARY OF SAID MASSARO MINOR SUBDIVISION, A DISTANCE OF 338.13 FEET; THENCE S 00°05'10" E, A DISTANCE OF 1125.65 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1001.80 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 23186, PAGE 1916, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 00°05'08" E, ALONG THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.86 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°38'48" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°03'14" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.62 FEET TO THE SOUTHWEST CORNER OF SAID TRACT AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 844.25 FEET TO THE POINT OF BEGINNING.

AARON J. MURPHY
LICENSE NUMBER
No 6768

5-29-19
Date

Aaron J. Murphy PSM
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013

HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609 LB#7013
TEL. (813) 250-3535
FAX (813) 250-3536

RHODINE ROAD PROPERTIES
CDD EXHIBIT

| SEC. TWP. RGE. | JOB NUMBER | SCALE | DATE | SHEET |
|---|---|---|---|---|
| 33–30S–20E | 03056.0011 | AS SHOWN | 04/24/2018 | 1/2 |

# SECTION VIII

| Upon recording, this instrument should be returned to: | (This space reserved for Clerk) |
| --- | --- |
| Rhodine Road North Community Development District<br>c/o Governmental Management Services<br>135 W. Central Boulevard, Suite 320<br>Orlando, Florida 32801 | |

# DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT

**Board of Supervisors**[1]

**Rhodine Road North Community Development District**

Warren K. ("Rennie") Heath II
Chairperson

Lauren Schwenk
Vice Chairperson

Matthew Cassidy
Assistant Secretary

Andrew Rhinehart
Assistant Secretary

Patrick Marone
Assistant Secretary

Governmental Management Services
District Manager
135 W. Central Boulevard, Suite 320
Orlando, Florida 32801
(407) 841-5524

District records are on file at the offices of Governmental Management Services, located at 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, and at the District's local records office at Absolute Engineering, Inc., 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602, and are available for public inspection upon request during normal business hours.

[1] This list reflects the composition of the Board of Supervisors as of August 7, 2019. For a current list of Board Members, please contact the District Manager's office.

## TABLE OF CONTENTS

## RHODINE ROAD NORTH
## COMMUNITY DEVELOPMENT DISTRICT

## INTRODUCTION

The Rhodine Road North Community Development District ("**District**") is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

## DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Rhodine Road North Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

### What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the "Act"), and established by Ordinance No. 18-35, enacted by the Board of County Commissioners in and for Hillsborough County, Florida ("County"), which was effective on December 12, 2018. The District encompasses approximately 102.12 acres of land, more or less, located entirely within the boundaries of unincorporated Hillsborough County, Florida ("County"). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Hillsborough County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State's ethics laws.

## What infrastructure improvements does the District provide and how are the improvements paid for?

The District is comprised of approximately 102.12 acres of land located entirely within unincorporated Hillsborough County, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit "A." On August 13, 2019, the County will consider an ordinance ("Boundary Amendment Ordinance"), amending the District's boundaries to include an additional 17.25 acres of land, more or less ("Boundary Amendment Lands"). Upon the enactment of the Boundary Amendment Ordinance, the District will consist of approximately 119 acres of land, more or less. The public infrastructure necessary to support the District's development program includes, but is not limited to, roadways, stormwater management system facilities, off-site improvements; water and wastewater facilities, landscaping, hardscaping and irrigation, and street lighting. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted a *Preliminary Engineer's Report*, dated December 2018, as amended by that *First Amendment to Engineer's Report*, dated April, 2019 (together, the "Engineer's Report"), which details all of the improvements contemplated for the completion of the infrastructure of the District (the "Capital Improvement Plan"). Copies of the Engineer's Report are available for review in the District's public records.

These public infrastructure improvements have been and will be funded by the District's sale of bonds. On April 1, 2019, the Circuit Court for the Thirteenth Judicial Circuit, in and for Hillsborough County, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed $10,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On June 28, 2019, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District (the "Series 2019 Project") of the District. On that date, the District issued its Rhodine Road North Community Development District, Special Assessment Bonds, Series 2019, in the amount of $10,000,000 (the "Series 2019 Bonds"). Proceeds of the Series 2019 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2019 Project.

### Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. From that point storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by Hillsborough County and the Southwest Florida Water Management District (SWFWMD). There are surface waters or natural wetlands within the CDD.

FEMA Community Panel No. 12057C-05089H (dated 08/28/2008) demonstrates that the property is located within Flood Zone A and X. The Development has been designed to provide adequate floodplain compensation for proposed floodplain encroachment.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control consisting of floating and staked turbidity barriers specifically along the down gradient side of any proposed construction activity and adjacent to the edge of the large borrow pond, surface water ditches, wetland edges and the perimeter of the site. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

**Public Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

**Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the Hillsborough County Utilities Department. The water system will be a "looped" system consisting of 4", 6", and 8" diameter PVC water main. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains, sewer laterals, pump station and pressure force mains will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Two (2) sanitary sewer pump station is currently proposed within the District to collect the gravity sanitary sewer and pump it to the existing Hillsborough County Force main system in the existing Rhodine Road right of way.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

**Off-Site Improvements**

The District will provide funding for the turn lanes on Rhodine Road at the District's entrances.

Upon completion of these improvements, inspection / certifications will be obtained from the Southwest Florida Water Management District (SWFWMD) and Hillsborough County.

## Assessments, Fees and Charges

A portion of the master infrastructure improvements of the Series 2019 Project, identified in the District's Capital Improvement Plan, will be financed by the District from the proceeds of the sale of its Series 2019 Bonds. The amortization schedules for the Series 2019 Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Amended and Restated Master Assessment Methodology,* dated May 22, 2019 (the "Assessment Methodology"), are available for review in the District's public records.

The Series 2019 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2019 Project (the "Series 2019 Debt Assessments"). The Series 2019 Debt Assessments will be levied initially on the approximately 102.12 gross acres of land currently located within the District, which District lands are planned for 324 single-family homes. Upon approval of the Boundary Amendment Ordinance, and conditions set forth in that First Supplemental Trust Indenture, dated July 1, 2019, the Series 2019 Debt Assessments will be levied on the Boundary Amendment Lands, which lands are planned for 77 residential lots. The Series 2019 Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2019 Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2019 Project to those lands within the District benefiting from the Series 2019 Project.

The Series 2019 Debt Assessments described above exclude any operations and maintenance assessments ("O&M Assessments"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities,

which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes.*

## Method of Collection

The District's Series 2019 Debt Assessments and/or O&M Assessments may appear on that portion of the annual Hillsborough County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Hillsborough County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the Rhodine Road North Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Rhodine Road North Community Development District, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

*[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____, 2019, and recorded in the Official Records of Hillsborough County, Florida.

**RHODINE ROAD NORTH**
**COMMUNITY DEVELOPMENT DISTRICT**

_____
By: Lauren O. Schwenk, Vice Chairperson, Board of Supervisors

_____
Witness

_____
Witness

_____
Print Name

_____
Print Name

**STATE OF FLORIDA**
**COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Lauren Oakley Schwenk, Vice Chairperson of the Rhodine Road North Community Development District, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida

Print Name:_____
Commission No.:_____
My Commission Expires: _____

## EXHIBIT A - LEGAL DESCRIPTION

### EXHIBIT A

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 1, 2 IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST AND GOVERNMENT LOT 3 IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 AND THE SOUTHEAST CORNER OF GOVERNMENT LOT 3, IN SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA AND PROCEED N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RHODINE ROAD AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 19528, PAGE 1461, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 755.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°51'10" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 135.55 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°08'56" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 658.98 FEET; THENCE S 24°21'49" W, A DISTANCE OF 105.23 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°48'49" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 31.51 FEET; THENCE N 25°01'20" E, A DISTANCE OF 105.61 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 166.00 FEET OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE N 00°10'37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 1780.95 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 394.00 FEET OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE S 89°58'48" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 166.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST ¼ OF SAID GOVERNMENT LOT 3; THENCE N 00°10'04" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 394.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 3 AS RECORDED IN PLAT BOOK 121, PAGE 85 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 89°58'48" E, ALONG SAID NORTH AND SOUTH BOUNDARIES, A DISTANCE OF 330.56 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3 AND THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE N 89°43'14" E, ALONG THE NORTH BOUNDARIES OF SAID GOVERNMENT LOTS 1 AND 2 AND THE SOUTH BOUNDARY OF SAID ESTUARY PHASE 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 2 AS RECORDED IN PLAT BOOK 120, PAGE 211 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE SOUTH BOUNDARY OF ESTUARY PHASE 1 AND 4 AS RECORDED IN PLAT BOOK 119, PAGE 91 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1650.73 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT A-DRAINAGE AS SHOWN ON SAID ESTUARY PHASE 1 AND 4; THENCE S 00°00'16" W, ALONG SAID WEST BOUNDARY AND THE WEST BOUNDARY OF ESTUARY PHASE 5 AS RECORDED IN PLAT BOOK 123, PAGE 35 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE WEST BOUNDARY OF MASSARO MINOR SUBDIVISION AS RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 36 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1170.14 FEET TO THE SOUTHWEST CORNER OF SAID MASSARO MINOR

SUBDIVISION; THENCE N 89°50'36" E, ALONG THE SOUTH BOUNDARY OF SAID MASSARO MINOR SUBDIVISION, A DISTANCE OF 338.13 FEET; THENCE S 00°05'10" E, A DISTANCE OF 1125.65 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1001.80 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 23196, PAGE 1916, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 00°05'08" E, ALONG THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.86 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°38'48" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°03'14" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.62 FEET TO THE SOUTHWEST CORNER OF SAID TRACT AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 844.25 FEET TO THE POINT OF BEGINNING.

# SECTION IX

# PERSONNEL LEASING AGREEMENT

**THIS PERSONNEL LEASING AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this 7th day of August, 2019, by and between **JMBI REAL ESTATE, LLC,** a Florida limited liability company (hereinafter referred to as "Lessor"), and the **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Lessee" or "District").

## RECITALS

**WHEREAS**, the District is responsible for constructing certain infrastructure improvements within and about the boundaries of the District; and

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, Governmental Management Services – Central Florida, LLC, (referred to herein as the "District Manager") is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

**WHEREAS**, the District desires to enter into a lease agreement with Lessor to provide certain administrative personnel to assist the District Manager and the district engineer, Absolute Engineering, Inc. ("District Engineer") with the administration and processing of construction related activities; and

**WHEREAS**, Lessor agrees to provide such a person who may work under the direction of the District Manager from time to time under such terms as are detailed below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**1. RECITALS.** The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

**2. LEASE OF PERSONNEL.** For and in consideration of the compensation described in Section 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual or individuals, acceptable to Lessee, for whatever sufficient time each week is necessary to complete the work (herein referred to as the "Construction Administrator"). The Construction Administrator's salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Construction Administrator; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Construction Administrator.

**3. DUTIES.** The Construction Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager and District Engineer. Specifically, the Construction Administrator's duties shall include, but not be limited to, reviewing all construction

performance, field conditions, and requisitions and ensuring that the proper processes are followed, and documentation obtained pursuant to the requirements of the various District agreements regarding construction funding, acquisition, completion, operation and maintenance of improvements. The Construction Administrator shall obtain such documentation from contractors and vendors related to payments tendered and work performed, as requested by the District from time to time. Lessor acknowledges the District is subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Construction Administrator result in a breach by the District of its prompt payment responsibilities.

**4. TERM.** The term of this Agreement shall be for a one (1) year renewable period commencing as of the date written above (the "Commencement Date"). This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

**5. OFFICE SPACE AND SUPPORT SERVICES.** Lessor shall provide the Construction Administrator such supplies or support as shall be reasonably necessary for the Construction Administrator to render services on behalf of Lessee in accordance with this Agreement all at no cost to Lessee.

**6. COMPENSATION.**

**A.** For and in consideration of the lease of the services of the Construction Administrator to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor six thousand dollars ($6,000) per month. Payment shall occur as detailed in Subsection 6(B) below. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as Construction Administrator. In no event shall this Agreement be construed as an employment agreement between the Construction Administrator and Lessee, or between Lessor and Lessee.

**B.** Lessor shall submit monthly bills to the District Engineer that detail the Construction Administrator's efforts expended performing the duties imposed by this Agreement. The District Engineer shall review the monthly bills and upon approval shall prepare a requisition and transmit the requisition for payment in accordance with established District procedures as such may be modified from time to time.

**C.** The parties agree and covenant that any change in services or compensation under this Agreement shall reference this section of this Agreement in a writing signed by both parties hereto, approved by the District's Board of Supervisors.

7. **CONTROL OF CONSTRUCTION ADMINISTRATOR.** All services required to be rendered by the Construction Administrator hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager.

8. **RELATIONSHIPS.** Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Construction Administrator shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Construction Administrator, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Construction Administrator.

9. **PREVAILING PARTY.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. **JURY WAIVER.** The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. **FORCE MAJEURE.** Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

12. **NOTICES.** All notices, requests, consents and other communications hereunder ("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 Lessor:**
JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Rennie Heath

B. **If to District:**
Rhodine Road North
Community Development District
135 W. Central Blvd, Suite #320
Orlando, Florida 32801
Attn: District Manager

**With a copy to:**
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300

Tallahassee, Florida 32301
Attn.: Roy Van Wyk

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. 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.

**13. INDEMNIFICATION.** Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Construction Administrator.

**14. LIMITATIONS ON LIABILITY PRESERVED.** Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

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

**16. FURTHER ACTIONS.** Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably required in order to accomplish the purposes of this Agreement.

**17. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**18. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**19. PUBLIC RECORDS.** Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

**20. WAIVER.** No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

**21. UNENFORCEABILITY.** If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

**22. SURVIVAL OF TERMS.** The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

**23. CAPTIONS.** The captions used herein are inserted only as a matter of convenience, and are not to be used in the interpretation of any provision hereof.

**24. ENTIRE AGREEMENT; BINDING EFFECT.** Except as to modifications made under Section 6(C), above, this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party. Any purported assignment without such prior written consent is void.

**25. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

In witness whereof, the parties execute this Agreement the day and year first written above.

ATTEST:

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson

WITNESS:

**JMBI REAL ESTATE, LLC,**
a Florida limited liability company

_____
Print Name

_____
Warren K. (Rennie) Heath, II, Manager

# SECTION XI

# SECTION C

# SECTION 1

# Rhodine Road North
## Community Development District

Summary of Checks

June 20, 2019 to July 29, 2019

| Bank | Date | Check No.'s | | Amount |
|---|---|---|---|---|
| General Fund | 7/26/19 | 14-19 | $ | 2,615.26 |
| | | | $ | 2,615.26 |
| | | | **$** | **2,615.26** |

*** CHECK DATES 06/20/2019 - 07/29/2019 ***
RHODINE ROAD NORTH - GENERAL
BANK A RHODINE ROAD NORTH

| CHECK DATE | VEND# | .....INVOICE..... DATE | INVOICE | ...EXPENSED TO... YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | ....CHECK..... AMOUNT | # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7/26/19 | 00005 | 5/01/19 | AR050119 | 201905 | 310 | -51300-11000 | | | | * | 200.00 | | |
| | | | SUPV FEE 5/1/19 | | | | | | | | | | |
| | | 5/22/19 | AR052219 | 201905 | 310 | -51300-11000 | | | | * | 200.00 | | |
| | | | SUPERVISOR FEES 05/22/19 | | | | | | | | | | |
| | | | | | | | | | ANDREW RHINEHART | | | 400.00 | 000014 |
| 7/26/19 | 00003 | 5/01/19 | LS050119 | 201905 | 310 | -51300-11000 | | | | * | 200.00 | | |
| | | | SUPV FEE 5/1/19 | | | | | | | | | | |
| | | | | | | | | | LAUREN SCHWENK | | | 200.00 | 000015 |
| 7/26/19 | 00013 | 5/22/19 | MC052219 | 201905 | 310 | -51300-11000 | | | | * | 200.00 | | |
| | | | SUPERVISOR FEES 05/22/19 | | | | | | | | | | |
| | | | | | | | | | MATTHEW CASSIDY | | | 200.00 | 000016 |
| 7/26/19 | 00004 | 5/01/19 | PM050119 | 201905 | 310 | -51300-11000 | | | | * | 200.00 | | |
| | | | SUPV FEE 5/1/19 | | | | | | | | | | |
| | | 5/22/19 | PM052219 | 201905 | 310 | -51300-11000 | | | | * | 200.00 | | |
| | | | SUPERVISOR FEES 05/22/19 | | | | | | | | | | |
| | | | | | | | | | PATRICK MARONE | | | 400.00 | 000017 |
| 7/26/19 | 00002 | 5/01/19 | RH050119 | 201905 | 310 | -51300-11000 | | | | * | 200.00 | | |
| | | | SUPV FEE 5/1/19 | | | | | | | | | | |
| | | | | | | | | | RENNIE HEATH | | | 200.00 | 000018 |
| 7/26/19 | 00008 | 6/30/19 | 784211 | 201906 | 310 | -51300-48000 | | | | * | 1,215.26 | | |
| | | | NOTICE OF HRING 06/07/19 | | | | | | | | | | |
| | | | | | | | | | TIMES PUBLISHING COMPANY | | | 1,215.26 | 000019 |

TOTAL FOR BANK A 2,615.26

TOTAL FOR REGISTER 2,615.26

# SECTION 2

# RHODINE ROAD NORTH
## Community Development District

### Unaudited Financial Reporting

**June 30, 2019**

GMS
Governmental
Management Services

# Table of Contents

# RHODINE ROAD NORTH

**COMMUNITY DEVELOPMENT DISTRICT**

**BALANCE SHEET**

**June 30, 2019**

| | General Fund | Debt Service Fund | Capital Projects Fund | Totals FY19 |
|---|---|---|---|---|
| **ASSETS:** | | | | |
| CASH | | | | |
| OPERATING ACCOUNT | $8,404 | --- | --- | $8,404 |
| SERIES 2019 | | | | |
| RESERVE | --- | $618,188 | --- | $618,188 |
| INTEREST | --- | $377,488 | --- | $377,488 |
| CONSTRUCTION | --- | --- | $6,350,600 | $6,350,600 |
| COST OF ISSUANCE | --- | --- | $70,725 | $70,725 |
| ESCROW | --- | --- | $2,235,000 | $2,235,000 |
| DUE FROM DEVELOPER | $20,000 | --- | --- | $20,000 |
| **TOTAL ASSETS** | **$28,404** | **$995,675** | **$8,656,325** | **$9,680,404** |
| **LIABILITIES:** | | | | |
| ACCOUNTS PAYABLE | $27,428 | --- | --- | $27,428 |
| **FUND EQUITY:** | | | | |
| FUND BALANCES: | | | | |
| UNASSIGNED | $977 | --- | --- | $977 |
| RESERVED FOR DEBT SERVICE | --- | $995,675 | --- | $995,675 |
| RESERVED FOR CAPITAL PROJECTS | --- | --- | $8,656,325 | $8,656,325 |
| **TOTAL LIABILITIES & FUND EQUITY** | **$28,404** | **$995,675** | **$8,656,325** | **$9,680,404** |

# RHODINE ROAD NORTH

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending 06/31/19

| | ADOPTED BUDGET | PRORATED BUDGET THRU 06/31/19 | ACTUAL THRU 06/31/19 | VARIANCE |
|---|---|---|---|---|
| **REVENUES:** | | | | |
| DEVELOPER CONTRIBUTIONS | $97,707 | $60,000 | $60,000 | $0 |
| **TOTAL REVENUES** | $97,707 | $60,000 | $60,000 | $0 |
| **EXPENDITURES:** | | | | |
| ***ADMINISTRATIVE:*** | | | | |
| SUPERVISORS FEES | $10,000 | $7,000 | $5,800 | $1,200 |
| FICA EXPENSE | $765 | $536 | $0 | $536 |
| ENGINEERING | $10,000 | $7,000 | $0 | $7,000 |
| ATTORNEY | $25,000 | $17,500 | $17,691 | ($191) |
| MANAGEMENT FEES | $29,167 | $20,417 | $18,723 | $1,694 |
| INFORMATION TECHNOLOGY | $3,750 | $2,625 | $2,458 | $167 |
| TELEPHONE | $250 | $175 | $42 | $133 |
| POSTAGE | $850 | $595 | $101 | $494 |
| INSURANCE | $5,000 | $5,000 | $3,918 | $1,082 |
| PRINTING & BINDING | $850 | $595 | $843 | ($248) |
| LEGAL ADVERTISING | $10,000 | $7,000 | $7,017 | ($17) |
| OTHER CURRENT CHARGES | $850 | $595 | $2,208 | ($1,613) |
| OFFICE SUPPLLIES | $500 | $350 | $72 | $278 |
| TRAVEL PER DIEM | $550 | $385 | $0 | $385 |
| DUES, LICENSES, & SUBSCRIPTIONS | $175 | $175 | $150 | $25 |
| **TOTAL ADMINISTRATIVE:** | $97,707 | $69,947 | $59,023 | $10,924 |
| **TOTAL EXPENDITURES** | $97,707 | $69,947 | $59,023 | $10,924 |
| **EXCESS REVENUES (EXPENDITURES)** | $0 | | $977 | |
| **FUND BALANCE - BEGINNING** | $0 | | $0 | |
| **FUND BALANCE - ENDING** | $0 | | $977 | |

# RHODINE ROAD NORTH

## COMMUNITY DEVELOPMENT DISTRICT

### DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending 06/31/19

| | ADOPTED BUDGET | PRORATED BUDGET THRU 06/31/19 | ACTUAL THRU 06/31/19 | VARIANCE |
|---|---|---|---|---|
| **REVENUES:** | | | | |
| BOND PROCEEDS | $0 | $0 | $995,675 | $995,675 |
| **TOTAL REVENUES** | $0 | $0 | $995,675 | $995,675 |
| **EXPENDITURES:** | | | | |
| PRINCIPAL PAYMENT - 11/1 | $0 | $0 | $0 | $0 |
| INTEREST PAYMENT - 11/1 | $0 | $0 | $0 | $0 |
| INTEREST PAYMENT - 5/1 | $0 | $0 | $0 | $0 |
| **TOTAL EXPENDITURES** | $0 | $0 | $0 | $0 |
| **EXCESS REVENUES (EXPENDITURES)** | $0 | | $995,675 | |
| **FUND BALANCE - BEGINNING** | $0 | | $0 | |
| **FUND BALANCE - ENDING** | $0 | | $995,675 | |

# RHODINE ROAD NORTH

## COMMUNITY DEVELOPMENT DISTRICT

### CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending 06/31/19

| | ADOPTED BUDGET | PRORATED BUDGET THRU 06/31/19 | ACTUAL THRU 06/31/19 | VARIANCE |
|---|---|---|---|---|
| **REVENUES:** | | | | |
| BOND PROCEEDS | $0 | $0 | $9,004,325 | $9,004,325 |
| **TOTAL REVENUES** | $0 | $0 | $9,004,325 | $9,004,325 |
| **EXPENDITURES:** | | | | |
| CAPITAL OUTLAY - CONSTRUCTION | $0 | $0 | $0 | $0 |
| CAPITAL OUTLAY - COST OF ISSUANCE | $0 | $0 | $348,000 | ($348,000) |
| **TOTAL EXPENDITURES** | $0 | $0 | $348,000 | ($348,000) |
| **EXCESS REVENUES (EXPENDITURES)** | $0 | | $8,656,325 | |
| **FUND BALANCE - BEGINNING** | $0 | | $0 | |
| **FUND BALANCE - ENDING** | $0 | | $8,656,325 | |

# RHODINE ROAD NORTH

## Community Development District

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUES:** | | | | | | | | | | | | | |
| DEVELOPER CONTRIBUTIONS | $0 | $0 | $20,000 | $0 | $0 | $20,000 | $0 | $20,000 | $0 | $0 | $0 | $0 | $60,000 |
| **TOTAL REVENUES** | $0 | $0 | $20,000 | $0 | $0 | $20,000 | $0 | $20,000 | $0 | $0 | $0 | $0 | $60,000 |
| **EXPENDITURES:** | | | | | | | | | | | | | |
| ***ADMINISTRATIVE:*** | | | | | | | | | | | | | |
| SUPERVISORS FEES | $0 | $0 | $800 | $0 | $1,800 | $1,000 | $0 | $1,400 | $800 | $0 | $0 | $0 | $5,800 |
| FICA EXPENSE | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| ENGINEERING | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| ATTORNEY | $0 | $0 | $3,576 | $1,866 | $5,017 | $691 | $1,449 | $5,091 | $0 | $0 | $0 | $0 | $17,691 |
| MANAGEMENT FEES | $0 | $0 | $1,223 | $2,917 | $2,917 | $2,917 | $2,917 | $2,917 | $2,917 | $0 | $0 | $0 | $18,723 |
| INFORMATION TECHNOLOGY | $0 | $0 | $84 | $1,700 | $200 | $249 | $75 | $75 | $75 | $0 | $0 | $0 | $2,458 |
| TELEPHONE | $0 | $0 | $0 | $0 | $10 | $6 | $13 | $0 | $13 | $0 | $0 | $0 | $42 |
| POSTAGE | $0 | $0 | $0 | $0 | $16 | $11 | $20 | $1 | $53 | $0 | $0 | $0 | $101 |
| INSURANCE | $0 | $0 | $3,918 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $3,918 |
| PRINTING & BINDING | $0 | $0 | $0 | $0 | $354 | $131 | $11 | $6 | $341 | $0 | $0 | $0 | $843 |
| LEGAL ADVERTISING | $0 | $0 | $0 | $1,746 | $1,692 | $310 | $310 | $0 | $2,960 | $0 | $0 | $0 | $7,017 |
| OTHER CURRENT CHARGES | $0 | $0 | $0 | $0 | $166 | $42 | $332 | $1,668 | $0 | $0 | $0 | $0 | $2,208 |
| OFFICE SUPPLLIES | $0 | $0 | $0 | $0 | $0 | $36 | $18 | $0 | $18 | $0 | $0 | $0 | $72 |
| TRAVEL PER DIEM | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| DUES, LICENSES, & SUBSCRIPTIONS | $0 | $0 | $0 | $150 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $150 |
| **TOTAL ADMINISTRATIVE** | $0 | $0 | $9,601 | $8,379 | $12,172 | $5,391 | $5,144 | $11,158 | $7,178 | $0 | $0 | $0 | $59,023 |
| **TOTAL EXPENDITURES** | $0 | $0 | $9,601 | $8,379 | $12,172 | $5,391 | $5,144 | $11,158 | $7,178 | $0 | $0 | $0 | $59,023 |
| **EXCESS REVENUES/(EXPENDITURES)** | $0 | $0 | $10,399 | ($8,379) | ($12,172) | $14,609 | ($5,144) | $8,842 | ($7,178) | $0 | $0 | $0 | $977 |

**Rhodine Road North Community Development District**
**Developer Contributions/Due from Developer**

| Funding Request # | Prepared Date | Payment Received Date | Check/Wire Amount | Total Funding Request | General Fund Portion (FY19) | Over and (short) Balance Due |
|---|---|---|---|---|---|---|
| 1 | 12/12/18 | 5/1/19 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ - |
| 2 | 3/20/19 | 5/1/19 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ - |
| 3 | 5/15/19 | | $ - | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 |
| Due from Developer | | | $ 40,000.00 | $ 60,000.00 | $ 60,000.00 | $ 20,000.00 |

**Total Developer Contributions FY19** **$ 60,000.00**

# RHODINE ROAD NORTH

## Community Development District

### LONG TERM DEBT REPORT

| SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS | | |
|---|---|---|
| INTEREST RATE: | 3.500%, 4.000%, 4.500%, 4.750% | |
| MATURITY DATE: | 5/1/2050 | |
| RESERVE FUND DEFINITION | MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | $618,188 | |
| RESERVE FUND BALANCE | $618,188 | |
| BONDS OUTSTANDING - 06/28/19 | | $10,000,000 |
| **CURRENT BONDS OUTSTANDING** | | **$10,000,000** |

## RHODINE ROAD NORTH
### COMMUNITY DEVELOPMENT DISTRICT

### Special Assessment Revenue Bonds, Series 2019

| Date | Requisition # | Contractor | Description | Requisition |
|---|---|---|---|---|
| Fiscal Year 2019 | | | | |
| | | TOTAL | | $ - |
| Fiscal Year 2019 | | | | |
| 6/28/19 | | Transfer to Escrow | | $ (2,235,000.00) |
| | | TOTAL | | $ (2,235,000.00) |

| | |
|---|---|
| Project (Construction) Fund at 06/28/19 | $ 8,585,600.00 |
| Transfers/Interest thru 06/30/19 | $ (2,235,000.00) |
| Requisitions Paid thru 06/30/19 | $ - |
| Remaining Project (Construction) Fund | $ 6,350,600.00 |

# SECTION 3

**BOARD OF SUPERVISORS MEETING DATES**
**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**
**FISCAL YEAR 2019-2020**

The Board of Supervisors of the Rhodine Road North Community Development District will hold their regular meetings for Fiscal Year 2019-2020 at The Holiday Inn. Express, 2102 N. Park Rd., Plant City, FL 33563 at 11:30 a.m. on the 1st Wednesday of each month unless otherwise indicated as follows:

**October 2, 2019**
**November 6, 2019**
**December 4, 2019**
**January 1, 2020**
**February 5, 2020**
**March 4, 2020**
**April 1, 2020**
**May 6, 2020**
**June 3, 2020**
**July 1, 2020**
**August 5, 2020**
**September 2, 2020**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services Central Florida, LLC, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Jill Burns
Governmental Management Services – Central Florida
District Manager

# SECTION 4

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**
**SPECIAL ASSESSMENT BONDS, SERIES 2019**
(Acquisition and Construction)

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

(A) Requisition Number: 1

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: QGS Development, Inc.

(D) Amount Payable: $55,168.80

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(F) Fund or Account and subaccount, if any, from which disbursement to be made: Application # 197195000001 Project # 197195 period to 5/31/19

*Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: 7/8/19

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 7-9-19

# AIA® Document G702™ – 1992

## Application and Certificate for Payment

TO OWNER: Rhodine Road North CDD
c/o GMSCFL, LLC
13302 135 W. Central Ave., Suite 320
Orlando, FL 32801

PROJECT: Rhodine Road Subdivision
North Side of Rhodine Rd.
East of Hwy. 301, W. of Bahn Riverview
Riverview, FL

APPLICATION NO: 197195000001
PERIOD TO: 5/31/2019
CONTRACT FOR:
CONTRACT DATE: 4/11/2019
PROJECT NOS: 197195 / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
QGS Development, Inc.
1450 S. Park Road
Plant City, FL 33566

VIA ARCHITECT:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 5,695,300.42
2. NET CHANGE BY CHANGE ORDERS ..... $ 0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)* ..... $ 5,695,300.42
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ..... $ 61,298.67
5. RETAINAGE:
   a. 10.00 % of Completed Work *(Columns D + E on G703)* $ 6,129.87
   b. ____ % of Stored Material *(Column F on G703)* $ _____

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* ..... $ 6,129.87
6. TOTAL EARNED LESS RETAINAGE ..... $ 55,168.80 *(Line 4 minus Line 5 Total)*
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 0.00 *(Line 6 from prior Certificate)*
8. CURRENT PAYMENT DUE ..... $ 55,168.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)* $ 5,640,131.62

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $ | $ |
| Total approved this month | $ | $ |
| TOTAL | $ | $ |
| NET CHANGES by Change Order | $ | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: QGS Development, Inc.
By: _____ Date: 5/31/19
State of: Florida
County of: Hillsborough
Subscribed and sworn to before me this 31st day of May, 2019
Notary Public: Kellie Barnes
My commission expires:

KELLIE BARNES
MY COMMISSION # GG 202072
EXPIRES: January 14, 2023
Bonded Thru Notary Public Underwriters

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 55,168.80
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:
By: _____ Date: 6-7-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 197195000001
APPLICATION DATE: 5/31/2019
PERIOD TO: 5/31/2019
ARCHITECT'S PROJECT NO: 197195

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| | | | WORK COMPLETED | | | | | | |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C – G) | RETAINAGE (If variable rate) |
| 001-00 | Contract Per Attached | 5,695,300.42 | | 61,298.67 | | 61,298.67 | 1.08 | 5,634,001.75 | 6,129.87 |
| | GRAND TOTAL | 5,695,300.42 | | 61,298.67 | | 61,298.67 | 1.08 | 5,634,001.75 | 6,129.87 |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



10121GACD4

**RHODINE ROAD SUBDIVISION**
**PROJECT**
**CONSTRUCTION DRAW**
**AFFIDAVIT**

For and in consideration of Payment for $55,168.80 for Pay App 1, we formally submit the following:

I further certify that all claims outstanding against the undersigned Contractor for labor, materials, and expendable equipment employed in the performance of said Contract have been paid in accordance with the requirements of said Contract.

QGS Development, Inc. - Jacqui Gardner, Executive Director of Contract Billing & Accounts Receivable

The foregoing instrument was acknowledged before me this 31st day of May, 2019, by Jacqui Gardner, who is personally known to me or who has produced N/A as identification and who did not take an oath.

Notary Public, State of Florida

KELLIE BARNES
MY COMMISSION # GG 262672
EXPIRES: January 11, 2023
Bonded Thru Notary Public Underwriters

**WAIVER AND RELEASE OF LIEN**
**UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of the sum of $55,168.80 for Pay App 1, will hereby waive and release its lien and right to claim a lien for labor, services, or materials furnished through 5/31/19 to Rhodine Road North Community Development District on the job of:

Rhodine Road Subdivision
North Side of Rhodine Rd., East of U.S. Hwy. 301,
West of Balm Riverview Rd.
Riverview, FL
(QGS Job #19-7195)

This waiver and release does not cover retention, or labor, services, or materials after the date specified.

Dated on May 31, 2019
Lienor Name: QGS Development, Inc.
Address: 1450 S. Park Road
Plant City, FL 33566

By: Jacqui Gardner

Printed Name: Jacqui Gardner

Executive Director of Contract Billing & Accounts Receivable

State of FLORIDA
County of HILLSBOROUGH

Sworn to and subscribed before me this 31st day of May, 2019, by Jacqui Gardner, who is personally known to me.

Kellie Barnes
Notary Public, State of Florida

KELLIE BARNES
MY COMMISSION # GG 262672
EXPIRES: January 11, 2023
Bonded Thru Notary Public Underwriters

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #1** **Pay Period Thru 5/31/19** **QGS Job #19-7195**

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) |
|---|---|---|---|---|---|---|
| **General Conditions:** | | | | | | |
| 100 | General Conditions / Mobilization | 1.00 | LS | $100,569.92 | $100,569.92 | |
| 101 | NPDES Compliance | 1.00 | LS | $10,641.64 | $10,641.64 | |
| 103 | Demolition - Cattle Fence Only | 1.00 | LS | $5,975.60 | $5,975.60 | |
| 104 | Type III Silt Fence | 18,433.00 | LF | $2.06 | $37,971.98 | |
| 105 | Floating Turbidity Curtain | 453.00 | LF | $13.00 | $5,889.00 | |
| 106 | MOT | 1.00 | LS | $15,161.05 | $15,161.05 | |
| 107 | Type III Silt Fence - Offsite | 2,200.00 | LF | $2.06 | $4,532.00 | |
| | **Total General Conditions** | | | | **$180,741.19** | **$0.00** |
| **Clearing & Earthwork:** | | | | | | |
| 200 | Clear Trees & Vegetation - Burn Onsite | 1.00 | LS | $142,479.70 | $142,479.70 | |
| 201 | Clear - Disc Site | 73.00 | ACRE | $635.65 | $46,402.45 | |
| 202 | Temporary Construction Bridge for Crossing Over Creek From Flood Plain 2 to Onsite | 1.50 | MO | $19,517.83 | $29,276.75 | |
| 203 | Onsite Cut Excavation | 24,707.00 | CY | $1.92 | $47,437.44 | |
| 204 | Lake Cut Excavation | 175,817.00 | CY | $2.17 | $381,522.89 | |
| 205 | Compacted Fill & Placement | 212,136.00 | CY | $0.88 | $186,679.68 | |
| 206 | Muck - Deleterious Material | 14,573.00 | CY | $5.26 | $76,653.98 | |
| 207 | Grading (Jobsite) | 1.00 | LS | $101,807.43 | $101,807.43 | |
| 208 | Bahia Sod Pond Banks | 40,300.00 | SY | $2.25 | $90,675.00 | |
| 209 | Seeding & Mulching | 206,900.00 | SY | $0.29 | $60,001.00 | |
| 211 | Sodding Bahia | 12,823.00 | SY | $2.25 | $28,851.75 | |
| 212 | Bahia Sod ROW | 1,812.00 | SY | $2.25 | $4,077.00 | |
| | **Total Clearing & Earthwork** | | | | **$1,195,865.07** | **$0.00** |
| **Paving:** | | | | | | |
| 300 | Pave 1 1/2" Type SP - 12.5 Asphalt | 23,326.00 | SY | $7.98 | $186,141.48 | |
| 301 | Road Base Crushed Concrete 06" | 23,280.00 | SY | $12.05 | $280,524.00 | |
| 302 | Subgrade Stabilized 12" | 23,280.00 | SY | $5.66 | $131,764.80 | |
| 303 | Concrete Curb Miami | 19,133.00 | LF | $12.00 | $229,596.00 | |
| 304 | Concrete Curb Type F | 481.00 | LF | $17.91 | $8,614.71 | |
| 305 | Concrete Curb Type D | 68.00 | LF | $19.21 | $1,306.28 | |
| 306 | Concrete Sidewalk 4"-SF in Common Areas | 15,505.00 | SF | $4.76 | $73,803.80 | |
| 307 | Concrete Sidewalk 6"-SF Along Edge of Ponds | 6,460.00 | SF | $5.88 | $37,984.80 | |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #1** **Pay Period Thru 5/31/19** **QGS Job #19-7195**

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) |
|---|---|---|---|---|---|---|
| 308 | Concrete Sidewalk 6" Thickened Edge for Hand Rail to Be Installed | 2,160.00 | SF | $8.30 | $17,928.00 | |
| 309 | FDOT Aluminum Handrail Per Indes 870 | 323.00 | LF | $68.29 | $22,057.67 | |
| 310 | ADA Access Ramps | 48.00 | EA | $1,013.37 | $48,641.76 | |
| 311 | Bahia Sod BOC 2' | 4,246.00 | SY | $2.25 | $9,553.50 | |
| 312 | Dead End Barricade | 1.00 | EA | $945.92 | $945.92 | |
| 313 | Signage & Striping | 1.00 | LS | $14,465.53 | $14,465.53 | |
| 314 | Modular Block Retaining Wall | 101.00 | LF | $155.82 | $15,737.82 | |
| | **Total Paving** | | | | **$1,079,066.07** | **$0.00** |
| **Drainage System:** | | | | | | |
| 400 | RCP 15" | 456.00 | LF | $26.81 | $12,225.36 | |
| 401 | RCP 18" | 1,552.00 | LF | $32.85 | $50,983.20 | |
| 402 | RCP 24" | 1,553.00 | LF | $44.91 | $69,745.23 | |
| 403 | RCP 30" | 1,845.00 | LF | $59.24 | $109,297.80 | |
| 404 | RCP 36" | 1,390.00 | LF | $77.93 | $108,322.70 | |
| 405 | RCP 42" | 340.00 | LF | $105.48 | $35,863.20 | |
| 406 | RCP 48" | 146.00 | LF | $124.46 | $18,171.16 | |
| 407 | ERCP (30") 24"x38" | 145.00 | LF | $90.19 | $13,077.55 | |
| 408 | RCP MES 15" | 1.00 | EACH | $858.10 | $858.10 | |
| 409 | RCP MES 24" | 2.00 | EACH | $1,111.55 | $2,223.10 | |
| 410 | RCP MES 30" | 1.00 | EACH | $2,146.41 | $2,146.41 | |
| 411 | RCP MES 36" | 10.00 | EACH | $2,557.60 | $25,576.00 | |
| 412 | RCP MES 48" | 1.00 | EACH | $4,964.36 | $4,964.36 | |
| 413 | RCP FES Precast 30" | 1.00 | EACH | $2,295.11 | $2,295.11 | |
| 414 | RCP FES Precast 36" | 2.00 | EACH | $2,613.94 | $5,227.88 | |
| 415 | ERCP MES 24"x38" | 2.00 | EACH | $2,276.73 | $4,553.46 | |
| 416 | Dewater Storm Pipe | 3,864.00 | LF | $11.97 | $46,252.08 | |
| 417 | TV Storm Drainage | 7,425.00 | LF | $2.96 | $21,978.00 | |
| 418 | Type 1 Curb Inlet | 23.00 | EACH | $4,745.61 | $109,149.03 | |
| 419 | Type 2 Curb Inlet | 16.00 | EACH | $4,934.81 | $78,956.96 | |
| 420 | Control Structure Type H | 1.00 | EACH | $6,637.67 | $6,637.67 | |
| 421 | Control Structure Type C | 1.00 | EACH | $6,385.70 | $6,385.70 | |
| 422 | Control Structure Type D | 2.00 | EACH | $7,099.89 | $14,199.78 | |
| 423 | Type C Inlet | 1.00 | EACH | $2,180.72 | $2,180.72 | |
| 424 | Type D Inlet | 1.00 | EACH | $3,536.98 | $3,536.98 | |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #1** **Pay Period Thru 5/31/19** **QGS Job #19-7195**

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) |
|---|---|---|---|---|---|---|
| 425 | Type E Inlet | 3.00 | EACH | $3,274.64 | $9,823.92 | |
| 426 | Manhole Type P | 6.00 | EACH | $2,960.91 | $17,765.46 | |
| 427 | Manhole Type J | 4.00 | EACH | $3,824.00 | $15,296.00 | |
| 428 | Underdrain-CPP Perf Pipe with Sock 06" | 13,305.00 | LF | $13.10 | $174,295.50 | |
| 429 | Underdrain Cleanout - 6" | 82.00 | EACH | $176.31 | $14,457.42 | |
| 430 | Geoweb 6" | 807.00 | SF | $5.73 | $4,624.11 | |
| | **Total Drainage System** | | | | **$991,069.95** | **$0.00** |
| **Sanitary Sewer:** | | | | | | |
| 500 | SS PVC (SDR-26) 08" 00-06' | 1,154.00 | LF | $18.03 | $20,806.62 | |
| 501 | SS PVC (SDR-26) 08" 06-08' | 2,720.00 | LF | $19.52 | $53,094.40 | |
| 502 | SS PVC (SDR-26) 08" 08-10' | 1,605.00 | LF | $21.44 | $34,411.20 | |
| 503 | SS PVC (SDR-26) 08" 10-12' | 1,382.00 | LF | $24.01 | $33,181.82 | |
| 504 | SS PVC (SDR-26) 08" 12-14' | 505.00 | LF | $27.59 | $13,932.95 | |
| 505 | SS PVC (SDR-26) 08" 14-16' | 1,165.00 | LF | $56.01 | $65,251.65 | |
| 506 | SS PVC (SDR-26) 08" 16-18' | 478.00 | LF | $70.50 | $33,699.00 | |
| 507 | SS Manhole 4' Dia 00-06' (Unlined) | 9.00 | EACH | $2,599.32 | $23,393.88 | |
| 508 | SS Manhole 4' Dia 06-08' (Unlined) | 10.00 | EACH | $2,820.68 | $28,206.80 | |
| 509 | SS Manhole 4' Dia 08-10' (Unlined) | 5.00 | EACH | $3,269.32 | $16,346.60 | |
| 510 | SS Manhole 4' Dia 10-12' (Unlined) | 3.00 | EACH | $3,752.50 | $11,257.50 | |
| 511 | SS Manhole 4' Dia 12-14' (Unlined) | 1.00 | EACH | $4,107.94 | $4,107.94 | |
| 512 | SS Manhole 4' Dia 14-15' (Unlined) | 2.00 | EACH | $4,555.10 | $9,110.20 | |
| 513 | SS Manhole 5' Dia 16-18' (Unlined) | 3.00 | EACH | $5,793.20 | $17,379.60 | |
| 514 | SS Outside Drop Manhole 4' 10-12' | 1.00 | EACH | $5,231.02 | $5,231.02 | |
| 515 | SS Outside Drop Manhole 4' 14-15' | 2.00 | EACH | $5,940.65 | $11,881.30 | |
| 516 | SS Outside Drop Manhole 5' 16-18' | 1.00 | EACH | $7,296.34 | $7,296.34 | |
| 517 | Sewer Services Double (8" x 6") | 151.00 | EACH | $869.99 | $131,368.49 | |
| 518 | Sewer Services Single (8"x6") | 22.00 | EACH | $742.51 | $16,335.22 | |
| 522 | FM PVC Pipe 06" | 1,784.00 | LF | $12.85 | $22,924.40 | |
| 523 | FM Plug Valve 06" | 3.00 | EACH | $1,478.77 | $4,436.31 | |
| 524 | FM 6" 22.5 Bend | 5.00 | EACH | $647.29 | $3,236.45 | |
| 525 | FM 6" 45 Bend | 11.00 | EACH | $568.84 | $6,257.24 | |
| 526 | FM 6" 90 Bend | 8.00 | EACH | $640.55 | $5,124.40 | |
| 184 | FM Conflict 06" | 3.00 | EACH | $2,418.86 | $7,256.58 | |
| 527 | FM 6" x 4" Reducer | 1.00 | EACH | $501.06 | $501.06 | |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #1** **Pay Period Thru 5/31/19** **QGS Job #19-7195**

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) |
|---|---|---|---|---|---|---|
| 528 | FM 12" x 6" Wet Tap | 1.00 | EACH | $3,096.86 | $3,096.86 | |
| 529 | Lift Station with Liner 24-26' Cut | 1.00 | EACH | $480,700.06 | $480,700.06 | |
| 187 | Force Main Air Release | 3.00 | EACH | $4,761.13 | $14,283.39 | |
| 521 | Dewater Sewer Gravity Pipe | 10,902.00 | LF | $11.96 | $130,387.92 | |
| 519 | Infiltration / Exfiltration Testing | 9,009.00 | LF | $1.18 | $10,630.62 | |
| 520 | TV Inspection Sewer | 9,009.00 | LF | $5.21 | $46,936.89 | |
| | **Total Sanitary Sewer** | | | | **$1,272,064.71** | **$0.00** |
| **Potable Water:** | | | | | | |
| 600 | Temporary Construction Meter | 1.00 | EACH | $15,337.69 | $15,337.69 | |
| 601 | PW 8" x 8" Cut Tee Tie In to Existing 8" DIP | 1.00 | EACH | $7,758.55 | $7,758.55 | |
| 602 | PW Tap & Valve 08" x 06" | 1.00 | EACH | $3,432.39 | $3,432.39 | |
| 603 | PW 20" Jack & Bore - Sub | 76.00 | LF | $484.96 | $36,856.96 | |
| 604 | PW 16" Jack & Bore - Sub | 63.00 | LF | $413.36 | $26,041.68 | |
| 605 | PW 08" Ductile Iron Pipe | 172.00 | LF | $35.07 | $6,032.04 | |
| 606 | PW 06" Ductile Iron Pipe | 127.00 | LF | $34.61 | $4,395.47 | |
| 607 | PW PVC (DR-18) 08" | 5,420.00 | LF | $16.24 | $88,020.80 | |
| 608 | PW PVC (DR-18) 06" | 4,665.00 | LF | $12.91 | $60,225.15 | |
| 609 | PW PVC (DR-18) 04" | 106.00 | LF | $8.28 | $877.68 | |
| 610 | PW HDPE 02" | 78.00 | LF | $8.56 | $667.68 | |
| 611 | Potable Water Gate Valves 08" | 22.00 | EACH | $1,564.21 | $34,412.62 | |
| 612 | Potable Water Gate Valves 06" | 31.00 | EACH | $1,254.24 | $38,881.44 | |
| 613 | Potable Water Gate Valves 04" | 1.00 | EACH | $1,105.33 | $1,105.33 | |
| 614 | Potable Water Gate Valves 02" | 2.00 | EACH | $881.21 | $1,762.42 | |
| 615 | PW Tee's 8" | 3.00 | EACH | $802.04 | $2,406.12 | |
| 616 | PW 22.5 Bend 08" | 5.00 | EACH | $407.43 | $2,037.15 | |
| 617 | PW 45 Bend 08" | 10.00 | EACH | $409.97 | $4,099.70 | |
| 618 | PW 90 Bend 08" | 4.00 | EACH | $546.84 | $2,187.36 | |
| 619 | PW Conflict 08" | 5.00 | EACH | $2,649.52 | $13,247.60 | |
| 620 | PW 8" x 6" Reducer | 2.00 | EACH | $247.79 | $495.58 | |
| 621 | PW 8" x 4" Reducer | 1.00 | EACH | $236.41 | $236.41 | |
| 622 | PW 8"x2" Tee | 1.00 | LS | $489.07 | $489.07 | |
| 623 | PW 8"x4" Tee | 1.00 | LS | $629.74 | $629.74 | |
| 624 | PW Tee's 6" | 4.00 | EACH | $454.58 | $1,818.32 | |
| 625 | PW 6" x 2" Tee | 1.00 | LS | $323.52 | $323.52 | |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #1** **Pay Period Thru 5/31/19** **QGS Job #19-7195**

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) |
|---|---|---|---|---|---|---|
| 626 | PW 22.5 Bend 06" | 8.00 | EACH | $285.23 | $2,281.84 | |
| 627 | PW 45 Bend 06" | 15.00 | EACH | $291.56 | $4,373.40 | |
| 628 | PW 90 Bend 06" | 4.00 | EACH | $370.75 | $1,483.00 | |
| 629 | PW 22.5 Bend 04" | 3.00 | EACH | $239.69 | $719.07 | |
| 630 | PW Conflict 06" | 3.00 | EACH | $1,831.12 | $5,493.36 | |
| 631 | Fire Hydrant Assembly | 19.00 | EACH | $4,029.55 | $76,561.45 | |
| 632 | Potable Water Blow Offs (Permanent) | 3.00 | EACH | $906.92 | $2,720.76 | |
| 633 | Liftstation Water Service RPZ 2" | 1.00 | LS | $1,920.33 | $1,920.33 | |
| 634 | PW Services Water Single Short | 179.00 | EACH | $285.02 | $51,018.58 | |
| 635 | PW Services Water Single Long | 144.00 | EACH | $388.68 | $55,969.92 | |
| 636 | Potable Water Testing & Chlorination | 10,568.00 | LF | $2.52 | $26,631.36 | |
| 637 | Chlorine Injection Points | 2.00 | EACH | $318.64 | $637.28 | |
| 638 | Sample Points | 12.00 | EACH | $908.18 | $10,898.16 | |
| | **Total Potable Water** | | | | **$594,486.98** | **$0.00** |
| **Offsite Paving:** | | | | | | |
| 700 | Road Milling | 3,262.00 | SY | $3.66 | $11,938.92 | |
| 701 | Turn Lane Excavation & Shoulder | 907.00 | CY | $22.72 | $20,607.04 | |
| 702 | Grading ROW and Restoration | 2,200.00 | LF | $4.49 | $9,878.00 | |
| 703 | Pave 2 1/2" Type S-1 Asphalt Widening | 2,207.00 | SY | $15.25 | $33,656.75 | |
| 704 | Pave 1 1/2" FC-12.5 Asphalt Widening | 2,207.00 | SY | $18.91 | $41,734.37 | |
| 705 | Pave 1" Type FC-9.5 Asphalt Existing | 3,255.00 | SY | $11.94 | $38,864.70 | |
| 706 | Pave 1" Type SP-9.5 Asphalt-Shoulder | 1,224.00 | SY | $9.22 | $11,285.28 | |
| 707 | Road Base Crushed Concrete 15" Widening | 2,207.00 | SY | $29.69 | $65,525.83 | |
| 708 | Road Base Crushed Concrete 06" Paved Shoulder Full Depth Base | 1,224.00 | SY | $15.24 | $18,653.76 | |
| 709 | Subgrade Compacted 12" | 3,424.00 | SY | $2.99 | $10,237.76 | |
| 710 | Subgrade Stabilized 12" Shoulder | 728.00 | SY | $5.66 | $4,120.48 | |
| 711 | Signage & Striping - LS | 1.00 | LS | $19,734.33 | $19,734.33 | |
| 712 | Sodding Bahia | 16,182.00 | SY | $2.25 | $36,409.50 | |
| | **Total Offsite Paving** | | | | **$322,646.72** | **$0.00** |
| **Offsite Drainage:** | | | | | | |
| 800 | RCP 18" | 429.00 | LF | $45.53 | $19,532.37 | |
| 801 | RCP MES 18" | 5.00 | EACH | $934.02 | $4,670.10 | |
| 802 | RCP MES 18" With Outfall Sump | 1.00 | EACH | $4,395.89 | $4,395.89 | |
| | **Total Offsite Drainage** | | | | **$28,598.36** | **$0.00** |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #1** **Pay Period Thru 5/31/19** **QGS Job #19-7195**

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) |
|---|---|---|---|---|---|---|
| **P&P Bond:** | | | | | | |
| 102 | P&P Bond | 1.00 | LS | $30,761.37 | $30,761.37 | |
| | **Total P&P Bond** | | | | **$30,761.37** | **$0.00** |
| | **PROJECT TOTAL** | | | | **$5,695,300.42** | **$0.00** |

| PAST DRAW (UNITS) | PAST DRAW $$$ | THIS DRAW (UNITS) | Total This Draw ($$$) / Includes Stored | TOTAL TO DATE | % COMP | COMMENTS |
|---|---|---|---|---|---|---|
| | | | | | | |
| 0 | $0.00 | 0.50 | $50,284.96 | $50,284.96 | 50.00% | |
| 0 | $0.00 | 0.25 | $2,660.41 | $2,660.41 | 25.00% | |
| 0 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 0 | $0.00 | 1,855.00 | $3,821.30 | $3,821.30 | 10.06% | |
| 0 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 0 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 0 | $0.00 | 2,200.00 | $4,532.00 | $4,532.00 | 100.00% | |
| | **$0.00** | | **$61,298.67** | **$61,298.67** | **33.92%** | |
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| PAST DRAW (UNITS) | PAST DRAW $$$ | THIS DRAW (UNITS) | Total This Draw ($$$) / Includes Stored | TOTAL TO DATE | % COMP | COMMENTS |
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| 0 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 0 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **$0.00** | | **$0.00** | **$0.00** | **0.00%** | |

| PAST DRAW (UNITS) | PAST DRAW $$$ | THIS DRAW (UNITS) | Total This Draw ($$$) / Includes Stored | TOTAL TO DATE | % COMP | COMMENTS |
|---|---|---|---|---|---|---|
| 0 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | $0.00 | | $61,298.67 | $61,298.67 | 1.08% | |

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**
**SPECIAL ASSESSMENT BONDS, SERIES 2019**
(Acquisition and Construction)

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

(A) Requisition Number: 2

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: QGS Development, Inc.

(D) Amount Payable: $111,826.23

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(F) Fund or Account and subaccount, if any, from which disbursement to be made: Application # 197195000002 Project # 197195 period to 6/30/19

*Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: 7/25/19

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 7-25-19

# AIA® Document G702™ – 1992

## Application and Certificate for Payment

**TO OWNER:** Rhodine Road North CDD
c/o GMSCFL, LLC
18302 135 W. Central Ave., Suite 320
Orlando, FL 32801

**PROJECT:** Rhodine Road Subdivision
North Side of Rhodine Rd.
East of Hwy. 301, W. of Balm Riverview Rd.
Riverview, FL

**APPLICATION NO:** 197195000002
**PERIOD TO:** 6/27/2019 (6/1 - 6/30/19)
**CONTRACT FOR:**
**CONTRACT DATE:** 4/11/2019
**PROJECT NOS:** 197195 / /

**FROM CONTRACTOR:**
QGS Development, Inc.
1450 S. Park Road
Plant City, FL 33566

**VIA ARCHITECT:**

**Distribution to:**
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 5,695,300.42
2. NET CHANGE BY CHANGE ORDERS ..... $ -602,087.70
3. CONTRACT SUM TO DATE *(Line 1 ± 2)* ..... $ 5,093,212.72
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ..... $ 185,550.04
5. RETAINAGE:
   a. 10.00 % of Completed Work *(Columns D + E on G703)* $ 18,555.01
   b. ____ % of Stored Material *(Column F on G703)* $ _____

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* ..... $ 18,555.01
6. TOTAL EARNED LESS RETAINAGE ..... $ 166,995.03 *(Line 4 minus Line 5 Total)*
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 55,168.80 *(Line 6 from prior Certificate)*
8. CURRENT PAYMENT DUE ..... $ 111,826.23
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)* $ 4,926,217.69

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $ | $ |
| Total approved this month | $ | $ -602,087.70 |
| TOTAL | $ | $ -602,087.70 |
| NET CHANGES by Change Order | $ | -602,087.70 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: QGS Development, Inc.
By: _____ Date: 6/27/19
State of: Florida
County of: Hillsborough
Subscribed and sworn to before me this 27th day of June, 2019
Notary Public: _____
My commission expires: December 21, 2019

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 111,826.23
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:
By: _____ Date: 6-27-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 197195000002
PERIOD TO: 6/27/2019
ARCHITECT'S PROJECT NO: 6/27/2019

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| | | | WORK COMPLETED | | | | | | |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C – G) | RETAINAGE (If variable rate) |
| 001-00 | Contract Per Attached | 5,695,300.42 | 61,298.67 | 124,251.37 | | 185,550.04 | 3.26 | 5,509,750.38 | 18,555.01 |
| C20-00 | Material Per Attached | -568,007.26 | | | | | | -568,007.26 | |
| C21-00 | Sales Tax Per Attached | -34,080.44 | | | | | | -34,080.44 | |
| | GRAND TOTAL | 5,093,212.72 | 61,298.67 | 124,251.37 | | 185,550.04 | 3.64 | 4,907,662.68 | 18,555.01 |

CAUTION: You should sign an original AIA Contract Document, or a copy, in accordance with recipient's instructions. An original assures that changes will not be obscured.



101210ACD94

**RHODINE ROAD SUBDIVISION**
**PROJECT**
**CONSTRUCTION DRAW**
**AFFIDAVIT**

For and in consideration of Payment for $111,826.23 for Pay App 2 and $55,168.80 for Pay App 1, we formally submit the following:

I further certify that all claims outstanding against the undersigned Contractor for labor, materials, and expendable equipment employed in the performance of said Contract have been paid in accordance with the requirements of said Contract.

QGS Development, Inc. - Jacqui Gardner, Executive Director of Contract Billing & Accounts Receivable

The foregoing instrument was acknowledged before me this 27th day of June, 2019, by Jacqui Gardner, who is personally known to me or who has produced N/A as identification and who did not take an oath.

PATRICIA PRICE
MY COMMISSION # GG 158201
Expires Dec 21, 2019
NOTARY PUBLIC STATE OF FLORIDA

Notary Public, State of Florida

**WAIVER AND RELEASE OF LIEN**
**UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of the sum of $111,826.23 for Pay App 2 and $55,168.80 for Pay App 1, will hereby waive and release its lien and right to claim a lien for labor, services, or materials furnished through 6/30/19 to Rhodine Road North Community Development District on the job of:

Rhodine Road Subdivision
North Side of Rhodine Rd., East of U.S. Hwy. 301,
West of Balm Riverview Rd.
Riverview, FL
(QGS Job #19-7195)

This waiver and release does not cover retention, or labor, services, or materials after the date specified.

Dated on June 27, 2019
Lienor Name: QGS Development, Inc.
Address: 1450 S. Park Road
Plant City, FL 33566

By: [signature]
Printed Name: Jacqui Gardner
Executive Director of Contract Billing & Accounts Receivable

State of FLORIDA
County of HILLSBOROUGH

Sworn to and subscribed before me this 27th day of June, 2019, by Jacqui Gardner, who is personally known to me.

[signature]
Notary Public, State of Florida

## RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #2** **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7195**

| ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | PAST DRAW (UNITS) | PAST DRAW $$$ | THIS DRAW (UNITS) | Total This Draw ($$$) / Includes Stored | TOTAL TO DATE | % COMP | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CONTRACT PER ATTACHED | 1.00 | LS | $5,695,300.42 | $5,695,300.42 | 1.08% | $61,298.67 | 2.18% | $124,251.37 | $185,550.04 | 3.26% | |
| **PROJECT TOTAL** | | | | **$5,695,300.42** | | **$61,298.67** | | **$124,251.37** | **$185,550.04** | **3.26%** | |
| MATERIAL CREDIT PER ATTACHED | 1.00 | LS | -$568,007.26 | -$568,007.26 | 0.00 | $0.00 | 0.00% | $0.00 | $0.00 | 0.00% | |
| SALES TAX CREDIT PER ATTACHED | 1.00 | LS | -$34,080.44 | -$34,080.44 | 0.00 | $0.00 | 0.00% | $0.00 | $0.00 | 0.00% | |
| **TOTAL MATERIAL & TAX CREDITS** | | | | **-$602,087.70** | | **$0.00** | | **$0.00** | **$0.00** | **0.00%** | |
| **REVISED PROJECT TOTAL** | | | | **$5,093,212.72** | | **$61,298.67** | | **$124,251.37** | **$185,550.04** | **3.64%** | |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #2** **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7195**

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) | PAST DRAW (UNITS) | PAST DRAW $$$ | THIS DRAW (UNITS) | Total This Draw ($$$) / Includes Stored | TOTAL TO DATE | % COMP | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **General Conditions:** | | | | | | | | | | | | | |
| 100 | General Conditions / Mobilization | 1.00 | LS | $100,569.92 | $100,569.92 | | 0.50 | $50,284.96 | 0.25 | $25,142.48 | $75,427.44 | 75.00% | |
| 101 | NPDES Compliance | 1.00 | LS | $10,641.64 | $10,641.64 | | 0.25 | $2,660.41 | 0.75 | $7,981.23 | $10,641.64 | 100.00% | |
| 103 | Demolition - Cattle Fence Only | 1.00 | LS | $5,975.60 | $5,975.60 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 104 | Type III Silt Fence | 18,433.00 | LF | $2.06 | $37,971.98 | | 1855.00 | $3,821.30 | 16,000.00 | $32,960.00 | $36,781.30 | 96.88% | |
| 105 | Floating Turbidity Curtain | 453.00 | LF | $13.00 | $5,889.00 | | 0.00 | $0.00 | 453.00 | $5,889.00 | $5,889.00 | 100.00% | |
| 106 | MOT | 1.00 | LS | $15,161.05 | $15,161.05 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 107 | Type III Silt Fence - Offsite | 2,200.00 | LF | $2.06 | $4,532.00 | | 2200.00 | $4,532.00 | | $0.00 | $4,532.00 | 100.00% | |
| | **Total General Conditions** | | | | **$180,741.19** | | | **$61,298.67** | | **$71,972.71** | **$133,271.38** | **73.74%** | |
| **Clearing & Earthwork:** | | | | | | | | | | | | | |
| 200 | Clear Trees & Vegetation - Burn Onsite | 1.00 | LS | $142,479.70 | $142,479.70 | | 0.00 | $0.00 | 0.30 | $42,743.91 | $42,743.91 | 30.00% | |
| 201 | Clear - Disc Site | 73.00 | ACRE | $635.65 | $46,402.45 | | 0.00 | $0.00 | 15.00 | $9,534.75 | $9,534.75 | 20.55% | |
| 202 | Temporary Construction Bridge for Crossing Over Creek From Flood Plain 2 to Onsite | 1.50 | MO | $19,517.83 | $29,276.75 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 203 | Onsite Cut Excavation | 24,707.00 | CY | $1.92 | $47,437.44 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 204 | Lake Cut Excavation | 175,817.00 | CY | $2.17 | $381,522.89 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 205 | Compacted Fill & Placement | 212,136.00 | CY | $0.88 | $186,679.68 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 206 | Muck - Deleterious Material | 14,573.00 | CY | $5.26 | $76,653.98 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 207 | Grading (Jobsite) | 1.00 | LS | $101,807.43 | $101,807.43 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 208 | Bahia Sod Pond Banks | 40,300.00 | SY | $2.25 | $90,675.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 209 | Seeding & Mulching | 206,900.00 | SY | $0.29 | $60,001.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 211 | Sodding Bahia | 12,823.00 | SY | $2.25 | $28,851.75 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 212 | Bahia Sod ROW | 1,812.00 | SY | $2.25 | $4,077.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **Total Clearing & Earthwork** | | | | **$1,195,865.97** | **$0.00** | | **$0.00** | | **$52,278.66** | **$52,278.66** | **4.37%** | |
| **Paving:** | | | | | | | | | | | | | |
| 300 | Pave 1 1/2" Type SP - 12.5 Asphalt | 23,326.00 | SY | $7.98 | $186,141.48 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 301 | Road Base Crushed Concrete 06" | 23,280.00 | SY | $12.05 | $280,524.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 302 | Subgrade Stabilized 12" | 23,280.00 | SY | $5.66 | $131,764.80 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 303 | Concrete Curb Miami | 19,133.00 | LF | $12.00 | $229,596.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 304 | Concrete Curb Type F | 481.00 | LF | $17.91 | $8,614.71 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 305 | Concrete Curb Type D | 68.00 | LF | $19.21 | $1,306.28 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 306 | Concrete Sidewalk 4"-SF In Common Areas | 15,505.00 | SF | $4.76 | $73,803.80 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 307 | Concrete Sidewalk 6"-SF Along Edge of Ponds | 6,460.00 | SF | $5.88 | $37,984.80 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 308 | Concrete Sidewalk 6" Thickened Edge for Hand Rail to Be Installed | 2,160.00 | SF | $8.30 | $17,928.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 309 | FDOT Aluminum Handrail Per Index 870 | 323.00 | LF | $68.29 | $22,057.67 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 310 | ADA Access Ramps | 48.00 | EA | $1,013.37 | $48,641.76 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 311 | Bahia Sod BOC 2' | 4,246.00 | SY | $2.25 | $9,553.50 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 312 | Dead End Barricade | 1.00 | EA | $945.92 | $945.92 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 313 | Signage & Striping | 1.00 | LS | $14,465.53 | $14,465.53 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 314 | Modular Block Retaining Wall | 101.00 | LF | $155.82 | $15,737.82 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **Total Paving** | | | | **$1,079,066.07** | **$0.00** | | **$0.00** | | **$0.00** | **$0.00** | **0.00%** | |
| **Drainage System:** | | | | | | | | | | | | | |
| 400 | RCP 15" | 456.00 | LF | $26.81 | $12,225.36 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 401 | RCP 18" | 1,552.00 | LF | $32.85 | $50,983.20 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 402 | RCP 24" | 1,563.00 | LF | $44.91 | $69,745.23 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 403 | RCP 30" | 1,845.00 | LF | $59.24 | $109,297.80 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 404 | RCP 36" | 1,390.00 | LF | $77.93 | $108,322.70 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 405 | RCP 42" | 340.00 | LF | $105.48 | $35,863.20 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 406 | RCP 48" | 146.00 | LF | $124.46 | $18,171.16 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 407 | ERCP (30") 24"x38" | 145.00 | LF | $90.19 | $13,077.55 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 408 | RCP MES 15" | 1.00 | EACH | $858.10 | $858.10 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 409 | RCP MES 24" | 2.00 | EACH | $1,111.55 | $2,223.10 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 410 | RCP MES 30" | 1.00 | EACH | $2,146.41 | $2,146.41 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 411 | RCP MES 36" | 10.00 | EACH | $2,557.60 | $25,576.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 412 | RCP MES 48" | 1.00 | EACH | $4,964.36 | $4,964.36 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 413 | RCP FES Precast 30" | 1.00 | EACH | $2,295.11 | $2,295.11 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 414 | RCP FES Precast 36" | 2.00 | EACH | $2,613.94 | $5,227.88 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 415 | ERCP MES 24"x38" | 2.00 | EACH | $2,276.73 | $4,553.46 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 416 | Dewater Storm Pipe | 3,864.00 | LF | $11.97 | $46,252.08 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 417 | TV Storm Drainage | 7,425.00 | LF | $2.96 | $21,978.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 418 | Type 1 Curb Inlet | 23.00 | EACH | $4,745.61 | $109,149.03 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 419 | Type 2 Curb Inlet | 16.00 | EACH | $4,934.81 | $78,956.96 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 420 | Control Structure (J90-5) | 1.00 | EACH | $6,637.87 | $6,637.87 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #2** **Pay Period 6/1/19 Thru 6/30/19** **GGS Job #19-7195**

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) | PAST DRAW (UNITS) | PAST DRAW $$$ | THIS DRAW (UNITS) | Total This Draw ($$$) / Includes Stored | TOTAL TO DATE | % COMP | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 421 | Control Structure Type C | 1.00 | EACH | $6,385.70 | $6,385.70 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 422 | Control Structure Type D | 2.00 | EACH | $7,099.89 | $14,199.78 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 423 | Type C Inlet | 1.00 | EACH | $2,180.72 | $2,180.72 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 424 | Type D Inlet | 1.00 | EACH | $3,536.98 | $3,536.98 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 425 | Type E Inlet | 3.00 | EACH | $3,274.64 | $9,823.92 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 426 | Manhole Type P | 6.00 | EACH | $2,960.91 | $17,765.46 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 427 | Manhole Type J | 4.00 | EACH | $3,824.00 | $15,296.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 428 | Underdrain-CPP Perf Pipe with Sock 06" | 13,305.00 | LF | $13.10 | $174,295.50 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 429 | Underdrain Cleanout - 6" | 86.00 | EACH | $170.31 | $14,647.42 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 430 | Geoweb 6" | 807.00 | SF | $5.73 | $4,624.11 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **Total Drainage System** | | | | **$991,069.95** | **$0.00** | | **$0.00** | | **$0.00** | **$0.00** | **0.00%** | |
| **Sanitary Sewer:** | | | | | | $264,579.15 | | | | | | | |
| 500 | SS PVC (SDR-26) 08" 00-06' | 1,154.00 | LF | $18.03 | $20,806.62 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 501 | SS PVC (SDR-26) 08" 06-08' | 2,720.00 | LF | $19.52 | $53,094.40 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 502 | SS PVC (SDR-26) 08" 08-10' | 1,605.00 | LF | $21.44 | $34,411.20 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 503 | SS PVC (SDR-26) 08" 10-12' | 1,382.00 | LF | $24.01 | $33,181.82 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 504 | SS PVC (SDR-26) 08" 12-14' | 505.00 | LF | $27.59 | $13,932.95 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 505 | SS PVC (SDR-26) 08" 14-16' | 1,185.00 | LF | $55.91 | $66,251.85 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 506 | SS PVC (SDR-26) 08" 16-18' | 478.00 | LF | $70.50 | $33,699.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 507 | SS Manhole 4' Dia 00-06' (Unlined) | 9.00 | EACH | $2,599.32 | $23,393.88 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 508 | SS Manhole 4' Dia 06-08' (Unlined) | 10.00 | EACH | $2,520.89 | $25,208.89 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 509 | SS Manhole 4' Dia 08-10' (Unlined) | 5.00 | EACH | $3,269.32 | $16,346.60 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 510 | SS Manhole 4' Dia 10-12' (Unlined) | 3.00 | EACH | $3,752.50 | $11,257.50 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 511 | SS Manhole 4' Dia 12-14' (Unlined) | 1.00 | EACH | $4,107.94 | $4,107.94 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 512 | SS Manhole 4' Dia 14-16' (Unlined) | 2.00 | EACH | $4,555.10 | $9,110.20 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 513 | SS Manhole 5' Dia 16-18' (Unlined) | 3.00 | EACH | $5,793.20 | $17,379.60 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 514 | SS Outside Drop Manhole 4' 10-12' | 1.00 | EACH | $5,231.02 | $5,231.02 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 515 | SS Outside Drop Manhole 4' 14-16' | 2.00 | EACH | $5,940.65 | $11,881.30 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 516 | SS Outside Drop Manhole 5' 16-18' | 1.00 | EACH | $7,299.34 | $7,299.34 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 517 | Sewer Services Double (6" x 6") | 151.00 | EACH | $869.99 | $131,358.49 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 518 | Sewer Services Single (6"x6") | 22.00 | EACH | $742.51 | $16,335.22 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 522 | FM PVC Pipe 06" | 1,784.00 | LF | $12.85 | $22,924.40 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 523 | FM Plug Valve 06" | 3.00 | EACH | $1,478.77 | $4,436.31 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 524 | FM 6" 22.5 Bend | 6.00 | EACH | $547.29 | $3,283.45 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 525 | FM 6" 45 Bend | 11.00 | EACH | $568.84 | $6,257.24 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 526 | FM 6" 90 Bend | 8.00 | EACH | $640.55 | $5,124.40 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 184 | FM Conflict 06" | 3.00 | EACH | $2,418.86 | $7,256.58 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 527 | FM 6" x 4" Reducer | 1.00 | EACH | $501.06 | $501.06 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 528 | FM 12" x 6" Wet Tap | 1.00 | EACH | $3,000.00 | $3,000.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 529 | Lift Station with Liner 24-26' Cut | 1.00 | EACH | $480,700.06 | $480,700.06 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 187 | Force Main Air Release | 3.00 | EACH | $4,761.13 | $14,283.39 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 521 | Dewater Sewer Gravity Pipe | 10,902.00 | LF | $11.96 | $130,387.92 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 519 | Infiltration / Exfiltration Testing | 9,009.00 | LF | $1.18 | $10,630.62 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 520 | TV Inspection Sewer | 9,009.00 | LF | $5.21 | $46,936.89 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **Total Sanitary Sewer** | | | | **$1,272,064.71** | **$0.00** | | **$0.00** | | **$0.00** | **$0.00** | **0.00%** | |
| **Potable Water:** | | | | | | $441,422.12 | | | | | | | |
| 600 | Temporary Construction Meter | 1.00 | EACH | $15,337.69 | $15,337.69 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 601 | PW 8" x 8" Cut Tee Tie In to Existing 8" Bip | 1.00 | EACH | $7,756.55 | $7,753.55 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 602 | PW Tap & Valve 08" x 06" | 1.00 | EACH | $3,432.39 | $3,432.39 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 603 | PW 20" Jack & Bore - Sub | 76.00 | LF | $484.96 | $36,856.96 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 604 | PW 16" Jack & Bore - Sub | 63.00 | LF | $413.36 | $26,041.86 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 605 | PW 08" Ductile Iron Pipe | 172.00 | LF | $35.07 | $6,032.04 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 606 | PW 06" Ductile Iron Pipe | 127.00 | LF | $34.61 | $4,395.47 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 607 | PW PVC (DR-18) 08" | 5,420.00 | LF | $16.24 | $88,020.80 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 608 | PW PVC (DR-18) 06" | 4,665.00 | LF | $12.91 | $60,235.15 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 609 | PW PVC (DR-18) 04" | 106.00 | LF | $5.28 | $557.68 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 610 | PW HDPE 02" | 76.00 | LF | $8.56 | $657.58 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 611 | Potable Water Gate Valves 08" | 22.00 | EACH | $1,564.21 | $34,412.62 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 612 | Potable Water Gate Valves 06" | 31.00 | EACH | $1,254.24 | $38,881.44 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 613 | Potable Water Gate Valves 04" | 1.00 | EACH | $1,105.33 | $1,105.33 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 614 | Potable Water Gate Valves 02" | 2.00 | EACH | $881.21 | $1,762.42 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 615 | PW Tee's 8" | 3.00 | EACH | $802.04 | $2,406.12 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 616 | PW 22.5 Bend 08" | 5.00 | EACH | $407.43 | $2,037.15 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 617 | PW 45 Bend 08" | 10.00 | EACH | $409.97 | $4,099.70 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

**Schedule of Values**

**Pay Application #2** **Pay Period 6/1/19 Thru 6/30/19** QGS Job #19-7195

| | ITEM | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | STORED MATERIALS ($'S) | PAST DRAW (UNITS) | PAST DRAW $$$ | THIS DRAW (UNITS) | Total This Draw ($$$) / Includes Stored | TOTAL TO DATE | % COMP | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 618 | PW 90 Bend 08" | 4.00 | EACH | $548.84 | $2,197.36 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 619 | PW Conflict 08" | 5.00 | EACH | $2,849.52 | $13,247.60 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 620 | PW 6" x 6" Reducer | 2.00 | EACH | $247.79 | $495.58 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 621 | PW 6" x 4" Reducer | 1.00 | EACH | $236.41 | $236.41 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 622 | PW 8"x2" Tee | 1.00 | LS | $489.07 | $489.07 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 623 | PW 8"x4" Tee | 1.00 | LS | $629.74 | $629.74 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 624 | PW Tee's 6" | 4.00 | EACH | $454.58 | $1,818.32 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 625 | PW 6" x 2" Tee | 1.00 | LS | $323.52 | $323.52 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 626 | PW 22.5 Bend 06" | 8.00 | EACH | $285.23 | $2,281.84 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 627 | PW 45 Bend 06" | 15.00 | EACH | $291.56 | $4,373.40 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 628 | PW 90 Bend 06" | 4.00 | EACH | $370.75 | $1,483.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 629 | PW 22.5 Bend 04" | 3.00 | EACH | $239.69 | $718.07 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 630 | PW Conflict 06" | 3.00 | EACH | $1,691.13 | $5,493.36 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 631 | Fire Hydrant Assembly | 19.00 | EACH | $4,029.55 | $76,561.45 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 632 | Potable Water Blow Offs (Permanent) | 3.00 | EACH | $906.92 | $2,720.76 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 633 | Liftstation Water Service RPZ 2" | 1.00 | LS | $1,920.33 | $1,920.33 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 634 | PW Services Water Single Short | 179.00 | EACH | $285.02 | $51,018.58 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 635 | PW Services Water Single Long | 144.00 | EACH | $388.88 | $55,969.92 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 636 | Potable Water Testing & Chlorination | 10,568.00 | LF | $2.52 | $26,631.36 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 637 | Chlorine Injection Points | 2.00 | EACH | $318.64 | $637.28 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 638 | Sample Points | 12.00 | EACH | $908.18 | $10,898.16 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **Total Potable Water** | | | | $594,486.98 | $0.00 | | $0.00 | | $0.00 | $0.00 | 0.00% | |
| **Offsite Paving:** | | | | | | $352,791.45 | | | | | | | |
| 700 | Road Milling | 3,262.00 | SY | $3.66 | $11,938.92 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 701 | Turn Lane Excavation & Shoulder | 907.00 | CY | $22.72 | $20,607.04 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 702 | Grading ROW and Restoration | 2,200.00 | LF | $4.49 | $9,878.00 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 703 | Pave 2 1/2" Type S-1 Asphalt Widening | 2,207.00 | SY | $15.25 | $33,656.75 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 704 | Pave 1 1/2" FC-12.5 Asphalt Widening | 2,207.00 | SY | $18.91 | $41,734.37 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 705 | Pave 1" Type FC-9.5 Asphalt Existing | 3,255.00 | SY | $11.94 | $38,864.70 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 706 | Pave 1" Type SP-9.5 Asphalt-Shoulder | 1,224.00 | SY | $9.22 | $11,285.28 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 707 | Road Base Crushed Concrete 15" Widening | 2,207.00 | SY | $29.69 | $65,525.83 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 708 | Road Base Crushed Concrete 06" Paved Shoulder Full Depth Base | 1,224.00 | SY | $15.24 | $18,653.76 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 709 | Subgrade Compacted 12" | 3,424.00 | SY | $2.99 | $10,237.76 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 710 | Subgrade Stabilized 12" Shoulder | 728.00 | SY | $5.66 | $4,120.48 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 711 | Signage & Striping - LS | 1.00 | LS | $19,734.33 | $19,734.33 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 712 | Sodding Bahia | 16,182.00 | SY | $2.25 | $38,409.50 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **Total Offsite Paving** | | | | $322,646.72 | $0.00 | | $0.00 | | $0.00 | $0.00 | 0.00% | |
| **Offsite Drainage:** | | | | | | | | | | | | | |
| 800 | RCP 18" | 429.00 | LF | $45.53 | $19,532.37 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 801 | RCP MES 18" | 5.00 | EACH | $934.02 | $4,670.10 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| 802 | RCP MES 18" With Outfall Sump | 1.00 | EACH | $4,395.89 | $4,395.89 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **Total Offsite Drainage** | | | | $28,598.36 | $0.00 | | $0.00 | | $0.00 | $0.00 | 0.00% | |
| **P&P Bond:** | | | | | | | | | | | | | |
| 102 | P&P Bond | 1.00 | LS | $30,761.37 | $30,761.37 | | 0.00 | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **Total P&P Bond** | | | | $30,761.37 | $0.00 | | $0.00 | | $0.00 | $0.00 | 0.00% | |
| | **PROJECT TOTAL** | | | | $5,895,300.42 | $0.00 | | $61,296.67 | | $124,261.37 | $185,550.04 | 3.26% | |

| Contract Material Value | Material Work Completed |
|---|---|
| $1,056,792.72 | $0.00 |

# RHODINE ROAD SUBDIVISION (CDD / CASSIDY HOMES)

Schedule of Values

Pay Application #2 Pay Period 6/1/19 Thru 6/30/19 CGS Job #19-7195

| CDD PO NO. | Description | QUANTITY | CONTRACT UNIT | UNIT PRICE | CONTRACT TOTAL | | PAST DRAW $$$ | THIS DRAW UNITS | TOTAL THIS DRAW $$$'S | TOTAL TO DATE | % COMP | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MATERIAL CREDITS: | | | | | | | | | | | | |
| - CDD PO 1 | Fortline | 1 | ls | -$417,201.28 | -$417,201.28 | 0.00% | $ - | 0.00% | $ - | $ - | 0.00% | |
| CDD PO#2 | Atlantic TRG | 1 | ls | -$150,000.00 | -$150,000.00 | 0.00% | $ - | 0.00% | $ - | $ - | 0.00% | |
| | TOTAL MATERIAL | | | | -$567,007.28 | | 0.00 | | 0.00 | 0.00 | 0.00% | |
| | Sales Tax | 1 | ls | -$34,080.44 | -$34,080.44 | 0.00% | $ | 0.00% | $ | $ | 0.00% | |
| | Material & Tax Total | | | | -$601,087.72 | | $0.00 | | $0.00 | $0.00 | 0.00% Total | |

| MATERIAL/CONTRACT VALUE | MATERIAL/WORK COMPLETED TO DATE | % FOR MATERIAL CREDITS |
|---|---|---|
| $ 1,058,792.72 | $0.00 | 0.00% |

RECAP

| VENDOR | | % OF CDD PO VALUE FOR MATERIAL CREDITS | TOTAL $'S FOR MATERIAL CREDITS TO DATE | TOTAL INVOICES TO DATE |
|---|---|---|---|---|
| Fortline (CDD PO 1) | | 0.00% | $0.00 | $0.00 |
| Atlantic TRG (CDD PO 2) | | 0.00% | $0.00 | $0.00 |
| | | Total | $0.00 | $0.00 |
| Sales Tax Total | | 0.00% | $0.00 | |
| | | Total | $0.000 | |



7/8/19 5:40 PM

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**
**SPECIAL ASSESSMENT BONDS, SERIES 2019**
(Acquisition and Construction)

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

(A) Requisition Number: 3

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Hopping Green & Sams

(D) Amount Payable: $1,825.10

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(F) Fund or Account and subaccount, if any, from which disbursement to be made: Invoice # 107696 – prepare and finalize construction contract

*Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: 7/8/19

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 7-9-19

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

May 31, 2019

Rhodine Road North CDD
c/o Governmental Management Services-Central
Florida, LLC
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

Bill Number 107696
Billed through 04/30/2019

**Project Construction**
**RRNCDD 00103 RVW**

**FOR PROFESSIONAL SERVICES RENDERED**

| | | | |
|---|---|---|---|
| 04/04/19 | RVW | Confer with Marone regarding revised bid proposals. | 0.30 hrs |
| 04/04/19 | AHJ | Prepare construction contract. | 1.00 hrs |
| 04/05/19 | RVW | Review and edit draft construction agreement. | 1.10 hrs |
| 04/05/19 | AHJ | Prepare construction contract. | 1.40 hrs |
| 04/08/19 | RVW | Edit construction contract regarding assignment language; confer with Marone. | 0.70 hrs |
| 04/08/19 | AHJ | Finalize construction contract; confer with Wertz and Marone regarding same; transmit same to Fowler. | 4.00 hrs |

Total fees for this matter $1,589.50

**DISBURSEMENTS**

| | |
|---|---|
| Document Reproduction | 195.25 |
| United Parcel Service | 40.35 |
| Total disbursements for this matter | $235.60 |

**MATTER SUMMARY**

| | | | |
|---|---|---|---|
| Jaskolski, Amy H. - Paralegal | 6.40 hrs | 145 /hr | $928.00 |
| Van Wyk, Roy | 2.10 hrs | 315 /hr | $661.50 |
| TOTAL FEES | | | $1,589.50 |
| TOTAL DISBURSEMENTS | | | $235.60 |
| **TOTAL CHARGES FOR THIS MATTER** | | | **$1,825.10** |

**BILLING SUMMARY**

| | | | |
|---|---|---|---|
| Jaskolski, Amy H. - Paralegal | 6.40 hrs | 145 /hr | $928.00 |

| | | | |
|---|---|---|---|
| Van Wyk, Roy | 2.10 hrs | 315 /hr | $661.50 |
| TOTAL FEES | | | $1,589.50 |
| TOTAL DISBURSEMENTS | | | $235.60 |
| **TOTAL CHARGES FOR THIS BILL** | | | **$1,825.10** |

**Please include the bill number on your check.**

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**
**SPECIAL ASSESSMENT BONDS, SERIES 2019**
(Acquisition and Construction)

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

(A) Requisition Number: 4

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Absolute Engineering, Inc.

(D) Amount Payable: $470.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(F) Fund or Account and subaccount, if any, from which disbursement to be made: Invoice # 020033 – Engineering Services

*Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: 7/8/19

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 7-9-19

Absolute Engineering, Inc.
1000 N. Ashley Drive
Suite 925
Tampa, FL 33602
(813) 221-1516
absoluteng.com

# INVOICE

| | |
|---|---|
| Invoice Date: | 05/29/19 |
| Due Date: | 05/29/19 |
| Total Amount: | $470.00 |
| Number: | 020033 |
| Invoice Period: | 04/22/19 - 05/26/19 |
| Job: | Engineering Services - Rhodine Rd |

**Rhodine Road North CDD**
Sheila Rounds
346 East Central Avenue
Winter Haven, FL 33880

## INVOICE SUMMARY

| Description | Quantity | Rate | Amount |
|---|---|---|---|
| Heather E. Wertz. | 1.00 | $470.00 | $470.00 |
| **TOTAL AMOUNT DUE** | | | **$470.00** |

RA

Job / Cost Code 1702

GL Number _____

Approved By _____

Posted By _____



email to CDS 5/31/19

If you have any questions regarding this invoice, please contact Jaynie Davis at jaynied@absoluteng.com.
Thank you for your business.

BCh

ABSOLUTE ENGINEERING, INC.

**Absolute Engineering, Inc.**
1000 N. Ashley Drive
Suite 925
Tampa, FL 33602
(813) 221-1516
absoluteng.com

# INVOICE

| | |
|---|---|
| Invoice Date: | 05/29/19 |
| Due Date: | 05/29/19 |
| Total Amount: | $470.00 |
| Number: | 020033 |
| Invoice Period: | 04/22/19 - 05/26/19 |
| Job: | Engineering Services - Rhodine Rd |

**Rhodine Road North CDD**
Sheila Rounds
346 East Central Avenue
Winter Haven, FL 33880

## TIME DETAILS

| Source | Date | Description | Hrs | Rate | Amount |
|---|---|---|---|---|---|
| **Engineering Services** | | | | | |
| Heather E. Wertz | 05/22/19 | cdd meeting - phone call | 0.50 | $235.00 | $117.50 |
| Heather E. Wertz | 05/02/19 | CDD Meeting and First Amendment update | 0.50 | $235.00 | $117.50 |
| Heather E. Wertz | 05/01/19 | Update First Amendment to Eng Report | 0.50 | $235.00 | $117.50 |
| Heather E. Wertz | 04/25/19 | update first amendment to include offsite language and O&M | 0.50 | $235.00 | $117.50 |
| | | **Engineering Services** | 2.00 | | $470.00 |
| | | **TOTAL FEES** | 2.00 | | $470.00 |



If you have any questions regarding this invoice, please contact Jaynie Davis at jaynied@absoluteng.com.
Thank you for your business.

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**
**SPECIAL ASSESSMENT BONDS, SERIES 2019**
(Acquisition and Construction)

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

(A) Requisition Number: 5

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Heath Construction & Management, LLC

(D) Amount Payable: $15,000.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(F) Fund or Account and subaccount, if any, from which disbursement to be made: Invoice # 147, 168, 176, 187 & 198 – Construction Management from 4/1/19 to 6/15/19

*Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: 7/8/19

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 7-9-19

# Heath Construction & Management, LLC

326 Hamilton Shores Dr, NE
Winter Haven, FL 33881

# Invoice

| Date | Invoice # |
|---|---|
| 4/16/2019 | 147 |

| Bill To |
|---|
| Rhodine Road CDD<br>ATTN: Jill Burns<br>135 West Central Boulevard, Ste 320<br>Orland, FL 32801 |

| | |
|---|---|
| Job | Rhodine Road |
| Account # | |

| Description | Amount |
|---|---|
| Design, permitting, zoning, land use, public hearing, bidding, and construction management from 4/1/19 to 4/15/19 | 3,000.00 |
| Payment due upon receipt | **Total** $3,000.00 |

# Heath Construction & Management, LLC

326 Hamilton Shores Dr, NE
Winter Haven, FL 33881

# Invoice

| Date | Invoice # |
|---|---|
| 5/1/2019 | 168 |

| Bill To |
|---|
| Rhodine Road CDD<br>ATTN: Jill Burns<br>135 West Central Boulevard, Ste 320<br>Orland, FL 32801 |

| Job | Rhodine Road |
|---|---|
| Account # | |

| Description | Amount |
|---|---|
| Design, permitting, zoning, land use, public hearing, bidding, and construction management from 4/16/19 to 4/30/19 | 3,000.00 |
| Payment due upon receipt | **Total** $3,000.00 |

# Heath Construction & Management, LLC

326 Hamilton Shores Dr, NE
Winter Haven, FL 33881

# Invoice

| Date | Invoice # |
|---|---|
| 5/16/2019 | 176 |

| Bill To |
|---|
| Rhodine Road CDD<br>ATTN: Jill Burns<br>135 West Central Boulevard, Ste 320<br>Orland, FL 32801 |

| | |
|---|---|
| Job | Rhodine Road |
| Account # | |

| Description | Amount |
|---|---|
| Design, permitting, zoning, land use. public hearing, bidding, and construction management from 5/1/19 to 5/15/19 | 3,000.00 |
| Payment due upon receipt | **Total** $3,000.00 |

# Heath Construction & Management, LLC

326 Hamilton Shores Dr, NE
Winter Haven, FL 33881

# Invoice

| Date | Invoice # |
|---|---|
| 6/3/2019 | 187 |

| Bill To |
|---|
| Rhodine Road CDD<br>ATTN: Jill Burns<br>135 West Central Boulevard, Ste 320<br>Orland, FL 32801 |

| | |
|---|---|
| Job | Rhodine Road |
| Account # | |

| Description | Amount |
|---|---|
| Design, permitting, zoning, land use, public hearing, bidding, and construction management from 5/16/19 to 5/31/19 | 3,000.00 |
| Payment due upon receipt | **Total** $3,000.00 |

Heath Construction & Management, LLC

326 Hamilton Shores Dr, NE
Winter Haven, FL 33881

# Invoice

| Date | Invoice # |
|---|---|
| 6/17/2019 | 198 |

| Bill To |
|---|
| Rhodine Road CDD<br>ATTN: Jill Burns<br>135 West Central Boulevard, Ste 320<br>Orland, FL 32801 |

| | |
|---|---|
| Job | Rhodine Road |
| Account # | |

| Description | Amount |
|---|---|
| Design, permitting, zoning, land use, public hearing, bidding, and construction management from 6.1.19 to 6.15.19 | 3,000.00 |
| Payment due upon receipt | **Total** $3,000.00 |

# AUDIT COMMITTEE MEETING

# SECTION 3

# SECTION A

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**
**REQUEST FOR PROPOSALS**

**Annual Audit Services for Fiscal Year 2019**
Hillsborough County, Florida

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **Monday, September 16, 2019, at 2:00 p.m.,** at the office of District Manager, 135 W. Central Blvd., Suite 320, Orlando, FL 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit seven (7) copies of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title Auditing Services – Amelia National Community Development District on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The lump sum cost of the provision of the services under the proposal

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the notice of the District's decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

# RHODINE ROAD NORTH CDD
## AUDITOR SELECTION
## EVALUATION CRITERIA

1. ***Ability of Personnel.*** ***(20 Points)***

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. ***Proposer's Experience.*** ***(20 Points)***

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, or respondent, etc.)

3. ***Understanding of Scope of Work.*** ***(20 Points)***

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. ***Ability to Furnish the Required Services.*** ***(20 Points)***

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required. (E.g., the existence of any natural disaster plan for business operations)

5. ***Price.*** ***(20 Points)***

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

# SECTION B

# RHODINE ROAD NORTH
# COMMUNITY DEVELOPMENT DISTRICT
# REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Rhodine Road North Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2019, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Hillsborough County and has a general administrative operating fund and a debt service fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide seven (7) copies and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 135 W. Central Blvd., Suite 320, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside **"Auditing Services – Rhodine Road North Community Development District."** Proposals must be received by **Monday, September 16, 2019, at 2:00 P.M.**, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

Jill Burns
Governmental Management Services – Central Florida, LLC
District Manager