

*Rhodine Road North  
Community Development District*

*Agenda*

*October 14, 2021*

# AGENDA

# ***Rhodine Road North***

## ***Community Development District***

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

October 7, 2021

**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 **Thursday, October 14, 2021 at 1:30 PM** at the Holiday Inn Express & Suites, 2102 N. Park Rd., Plant City, FL 33563.

Those members of the public wishing to attend the meeting can do so using the information below:

**Zoom Video Link:** <https://us06web.zoom.us/j/89426998134>

**Zoom Call-In Number:** 1-646-876-9923  
**Meeting ID:** 894 2699 8134

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (<sup>1</sup>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 September 9, 2021 Board of Supervisors Meeting
4. Consideration of Assignment of Construction Contract for Cole Parcel
5. Consideration of Construction Funding Agreement for Cole Parcel
6. Consideration of Temporary Construction and Access Easement Agreement for Cole Parcel
7. Consideration of Engagement Letter for Fiscal Year 2021 Audit Services
8. Consideration of Resolution 2022-01 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings
9. Staff Reports

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<sup>1</sup> Comments will be limited to three (3) minutes

- A. Attorney
- B. Engineer
- C. Field Manager's Report (*to be provided under separate cover*)
- D. District Manager's Report
  - i. Check Register
  - ii. Balance Sheet and Income Statement
  - iii. Ratification of Series 2019 Funding Requests #9 to #12
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment

# MINUTES

**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, **September 9, 2021** at 10:00 a.m. at the Holiday Inn Express & Suites, 2102 N. Park Rd., Plant City, Florida.

Present and constituting a quorum:

Brian Walsh  
Phillip Allende  
Garret Parkinson

Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

Jill Burns  
Roy Van Wyk *via Zoom*  
Clayton Smith *via Zoom*  
Heather Wertz *via Zoom*

District Manager/GMS  
District Counsel, KE Law Group  
GMS  
Absolute Engineering

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order. Three Supervisors were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated that there were no members of the public present at this time.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the August 25,  
2021 Board of Supervisors Meeting**

Ms. Burns asked for any comments, questions, or corrections on the August 25, 2021 meeting minutes. The Board had no changes to the minutes.

On MOTION by Mr. Allende, seconded by Mr. Walsh, with all in favor, the Minutes of the August 25, 2021 Board of Supervisors Meeting, were approved.
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**FOURTH ORDER OF BUSINESS**

**Public Hearings**

**A. Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcel (Cole Parcel)**

Ms. Burns stated that the public hearing was advertised in the paper as well as in a mailed notice that was sent to all property owners. She then asked for a motion to open the public hearing.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, Opening the Public Hearing, was approved.

**i. Presentation of Second Amendment to the Engineer's Report**

Ms. Burns stated that the Board had seen this report previously and that it is included in the agenda package. This amendment adds the Cole parcel that was just added to the District. It is zoned for 244 units and the construction permitting is ongoing for 193 residential units which will bring the expanded CDD to a total of 594 proposed units. The cost total presented in table one is approximately \$18,121,754. Ms. Burns walked the Board through a summary of the rest of the tables and exhibits. There being no other changes, Mr. Van Wyk asked for a motion of approval.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, the Second Amendment to Engineer's Report, was approved.

**ii. Presentation of Seconded Amended and Restated Master Assessment Methodology**

Ms. Burns noted that this provides for an updated assessment methodology that reflects the changes in the future development plan including the Cole Parcel lots. The Series 2019 assessments are not anticipated to be allocated to any of those parcels. The methodology can be found in the agenda package and Ms. Burns walked the Board through a summary of the tables for the Board. Mr. Van Wyk asked Ms. Burns if the benefit received by the parcels is equal to or greater to the burden placed upon the parcels by the imposition of special assessments and she confirmed that they were. He then asked if it is her opinion that the assessments are fairly and reasonably apportioned across the product types within the District as set forth in the report and she also confirmed that was correct. With no further questions Ms. Burns asked for a motion of approval.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, the Seconded Amended and Restated Master Assessment Methodology, was approved.

**iii. Consideration of Resolution 2021-17 Levying Special Assessments on Boundary Amendment Parcel**

Ms. Burns stated that this will levy the assessment and impose the lien on that land. There being no questions, there was a motion of approval.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, Resolution 2021-17 Levying Special Assessments on Boundary Amendment Parcel, was approved.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, Closing the Public Hearing, was approved.

**iv. Consideration of Amended and Restated Notice of Special Assessments**

Ms. Burns noted that this will be updated to include the lien that was just placed on the Cole Parcel and asked for a motion to authorize counsel to record.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, the Amended and Restated Notice of Special Assessments and Authorizing Counsel to Record, was approved.

**B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments on Boundary Amendment Parcel (Cole Parcel)**

Ms. Burns stated that the public hearing was advertised in the paper as well as in a mailed notice that was sent to all property owners. She then asked for a motion to open the public hearing.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, Opening the Public Hearing, was approved.

**i. Consideration of Resolution 2021-18 Imposing Special Assessments and Certifying an Assessment Roll**



Ms. Burns stated that the budget has already been adopted and they levied assessments on the areas that were in the existing District, but they did not have enough time to send the mailed notice after the Cole Parcel had been added. This imposes the assessments based on the budget that the Board has already adopted for an unplatted ERU rate on the Cole Parcel.

On MOTION by Mr. Allende, seconded by Mr. Walsh, with all in favor, Resolution 2021-18 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Mr. Allende seconded by Mr. Walsh, with all in favor, Closing the Public Hearing, was approved.

**C. Public Hearing on the District's Use of the Uniform Method of Levying, Collection & Enforcement of Non-Ad Valorem Assessments and Certifying an Assessment Roll**

Ms. Burns stated that the public hearing was advertised in the paper as well as in a mailed notice that was sent to all property owners. She then asked for a motion to open the public hearing.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, Opening the Public Hearing, was approved.

**i. Consideration of Resolution 2021-19 Expressing the District's Intent to Utilize the Uniform Method of Collection on Boundary Amendment Parcel**

Ms. Burns noted that this resolution expresses the District's intent to utilize the uniform method of collecting on the boundary amendment parcels included in the agenda package. This adds the Cole Parcels so once the District is ready to collect the assessments on roll, they will be able to do so.

On MOTION by Mr. Walsh, seconded by Mr. Allende, with all in favor, Resolution 2021-19 Expressing the District's Intent to Utilize the Uniform Method of Collection of Boundary Amendment Parcel, was approved.

On MOTION by Mr. Allende, seconded by Mr. Walsh, with all in favor, Closing the Public Hearing, was approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

**i. Memorandum Regarding Wastewater Services and Stormwater Management Needs Analysis**

Mr. Van Wyk stated that they sent out a memorandum for the District manager and the District engineer. There is a storm water report that is going to be due in June of 2022 and Ms. Wertz will be asked to perform the inspections and calculate the estimated costs and handle all the things that are outlined in the memorandum allowing District counsel to file the report timely.

**B. Engineer**

There being none present, the next item followed.

**C. Field Manager's Report**

Mr. Smith reviewed his report for the Board. There were some minor issues that he has dealt with and is in process of dealing with but overall, the amenity center as well as the pool are looking very good. There have been some palm and plant replacements and he is hoping to be open by the end of the month or the first week of October.

**D. District Manager's Report**

Ms. Burns discussed that the next regular meeting of the District was scheduled for Wednesday, September 22, 2021, but that this meeting was being held as a special meeting to hold some public hearings. Ms. Burns asked the Board if anyone had anything that would require them to also hold a meeting on September 22, 2021, and the Board replied that they did not. With that, it was decided that the September 22, 2021 meeting would be cancelled and the next regular meeting would be held in October, which would be the start of the new Fiscal Year 2022 meeting calendar.

**SIXTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Supervisors      Requests      and      Audience  
Comments**

There being none, the next item followed.

September 9, 2021

Rhodine Road North CDD

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned.

On MOTION by Mr. Allende, seconded by Mr. Walsh, with all in favor, the meeting was adjourned.
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Secretary / Assistant Secretary

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Chairman / Vice Chairman

## SECTION IV

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT (AKA \_\_\_\_\_)**  
**MASTER INFRASTRUCTURE PROJECT**

Assignor: Clayton Properties Group, Inc. dba Highland Homes (“Assignor”)  
Owner/Assignee: Rhodine Road North Community Development District (“Assignee” or “District”)  
Contractor: RIPA & Associates, LLC (“Contractor”)  
Contract: Contractor Agreement for Master Infrastructure Improvements of “Cole Parcel” (“Contractor Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

**RIPA & ASSOCIATES, LLC**

By: \_\_\_\_\_  
Printed Name: Chris LaFace  
Title: President

**RHODINE ROAD NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

**CLAYTON PROPERTIES GROUP, INC., a  
Tennessee corporation dba HIGHLAND  
HOMES**

By: \_\_\_\_\_  
Printed Name: D. Joel Adams  
Title: Vice President

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement
  - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
("COLE PARCEL") MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared D. Joel Adams of Clayton Properties Group, Inc. ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, D. Joel Adams, serve as Vice President for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Rhodine Road North Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and RIPA & Associates, LLC ("**Contractor**"), dated \_\_\_\_\_, 2021, and attached hereto as **Exhibit A**,   X   was competitively bid prior to its execution or \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has   X   furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or \_\_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer   X   represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or \_\_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CLAYTON PROPERTIES GROUP, INC.,  
a Tennessee corporation**

By: \_\_\_\_\_

Printed Name: D. Joel Adams

Title: Vice President

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021 by D. Joel Adams, as Vice President of Clayton Properties Group, Inc., on behalf of the company.

\_\_\_\_\_  
(Official Notary Signature)

Name:

Personally Known

OR Produced Identification

Type of Identification

[notary seal]

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT  
("COLE PARCEL")  
MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RIPA & Associates, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Clayton Properties Group, Inc. and Contractor dated \_\_\_\_\_, 2021, has been assigned to the East Rhodine Road North Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.   X   Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. \_\_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]



Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**RIPA & ASSOCIATES, LLC**

\_\_\_\_\_  
By: Chris LaFace  
Its: President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021 by Chris LaFace, as President of RIPA & Associates, LLC, on behalf of the company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT  
 (“COLE PARCEL”)  
MASTER INFRASTRUCTURE PROJECT**

1. **ASSIGNMENT.** This Addendum applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated \_\_\_\_\_, 2021 (“**Contract**”) between the Clayton Properties Group, LLC (“**District**”) and RIPA & Associates, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. **RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an

amount not exceeding 5 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST. ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District:	Rhodine Road North Community Development District Governmental Management Services Central Florida, LLC 219 E. Livingston St. Orlando, Florida 32801 Attn: District Manager
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With a copy to:	KE Law Group, PLLC P.O. Box 6386 Tallahassee, Florida 32314 Attn: District Counsel
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**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement,

and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

**15. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**16. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**RIPA & ASSOCIATES, LLC**

\_\_\_\_\_  
By: Chris LaFace  
Its: President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

**RHODINE ROAD NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chairperson

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement  
**Exhibit D:** Discrimination Statement

## EXHIBIT A

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Rhodine Road North Community Development District

By Chris LaFace. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President of RIPA & Associates, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's business address is: 1409 Tech Boulevard< Suite 1, Tampa, Florida 33619.

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Rhodine Road North Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Rhodine Road North Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Chris LaFace, as President of **RIPA & Associates, LLC** who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_



## EXHIBIT B

### **SWORN STATEMENT ON PUBLIC ENTITY CRIMES** **PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Rhodine Road North Community Development District.
2. I, Chris LaFace am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for RIPA & Associates, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Subcontractor: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Chris LaFace, as President of **RIPA & Associates, LLC** who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

## EXHIBIT C

### **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT** **TRENCH SAFETY ACT COMPLIANCE STATEMENT**

#### **INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### **CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_  
(Written) Dollars \$ \_\_\_\_\_ (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Contractor: **RIPA & Associates, LLC**

\_\_\_\_\_  
By: Chris LaFace

Title: President

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Chris LaFace, as President of **RIPA & Associates, LLC** who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

**RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Project Total			

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Chris LaFace, as President of **RIPA & Associates, LLC** who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

## EXHIBIT D

### **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT** **SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,** **ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Rhodine Road North Community Development District.
2. I, Chris LaFace am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for RIPA & Associates, LLC (“Contractor”), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor’s business address is 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619
4. Contractor’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "discrimination" or “discriminated” as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that “discriminatory vendor list” as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that “entity” as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

\_\_\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative of Proposer

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Chris LaFace, as President of **RIPA & Associates, LLC** who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

## SECTION V



**CONSTRUCTION FUNDING AGREEMENT BETWEEN  
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT  
DISTRICT AND CLAYTON PROPERTIES GROUP, INC.  
(COLE PARCEL)**

THIS AGREEMENT (“Agreement”) is made and entered into and effective as of \_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

**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, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

**CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, and owner of certain lands within the District, with a mailing address of 3020 S. Florida Avenue, Suite 101, Lakeland, Florida, and its successors and assigns (“Developer”)

**RECITALS**

**WHEREAS**, the District was established by an ordinance, as amended from time to time, adopted by the Board of County Commissioners of Hillsborough County, Florida (“County”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified as Cole Parcel in the Engineers Report (defined below, hereinafter the “Development”) upon which the District's improvements have been or will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in the *Second Amendment to Engineer’s Report*, dated July 2021, attached hereto as **Exhibit A** (the “Engineer’s Report”) including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

**2. FUNDING.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the infrastructure improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

**3. REPAYMENT.** The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

**4. DEFAULT.** A default by either party to 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 actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. 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.

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

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

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

9. **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 District: Rhodine Road North Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: KE Law Group, PLLC.  
P.O. Box 6386  
Tallahassee, Florida 32301  
Attn: District Counsel

B. If to Developer: Clayton Properties Group, Inc.  
3020 S. Florida Avenue, Suite 101  
Lakeland, Florida 33803  
Attn: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 party he/she represents. 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.

**10. 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.

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

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

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**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 are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

*[Signatures on next page]*

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

ATTEST:

**RHODINE ROAD NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Brian Walsh  
Chairperson, Board of Supervisors

WITNESS:

**CLAYTON PROPERTIES GROUP, INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:**            *Second Amendment to Engineer's Report, dated July 2021*

**RHODINE ROAD NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SECOND AMENDMENT TO ENGINEER'S REPORT  
DATED DECEMBER 2018**

**Prepared for:**

**BOARD OF SUPERVISORS  
RHODINE ROAD NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**ABSOLUTE ENGINEERING, INC.**

**JULY 2021**

# **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 7- Future Land Use Map

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## **ENGINEER'S REPORT RHODINE ROAD NORTH**

### **I. PURPOSE**

The purpose of this report is to provide information related to the expanded CDD boundary which now includes the Cole Parcel, totaling 61.27 acres to the existing CDD. The Rhodine Road North CDD as amended consists of 180.64 acres. The existing Rhodine Road North CDD is entitled through a planned development “PD” plan controlled zoning for 407 units, but construction permitting is ongoing for 401 residential units and their associated infrastructure. The expansion of “Cole Parcel” is zoned for 244 units, but construction permitting is ongoing for 193 residential units and their associated infrastructure. The expanded CDD will have a total of 594 proposed units.

### **II. INTRODUCTION**

The Rhodine Road North Community Development District (the “CDD”), established by Ordinance Number 18-35 and amended by Ordinance Number 19-18, is located along the north side of Rhodine Road, west of Balm Riverview Road, Hillsborough County, Florida. The Cole Parcel is located south of Rhodine Road contiguous to the southeast corner of the District. The District currently contains approximately 180.64 acres consists of 594 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD will own and operate the stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Community. The roadways and water and sewer utilities will be dedicated to Hillsborough County for ownership and operation.

Improvements and facilities financed, acquired, and/or constructed by the CDD will be required to conform to regulatory criteria of Hillsborough County, SWFWMD, and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost is provided in Section 9 of this report.

The development plan prepared by the CDD reflects the present intentions of the CDD. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the CDD. The CDD reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the CDD served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the CDD's Board of Supervisors. Estimated costs outlined in this report were based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

### **III. SCOPE**

The purpose of this report is to provide information related to engineering support to fund improvements in the expanded CDD. The CDD is entitled through PD controlled zoning for 477 units, but construction permitting is ongoing for 401 residential units and their associated infrastructure. The Cole Parcel currently entitled for 244 units but construction permitting is ongoing for 193 residential units and their associated infrastructure. This report will identify the proposed capital improvements to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this report is a description of the public infrastructure to be constructed or acquired by the District (the "Capital Improvements"). The District will finance, construct, operate, and maintain specific portions of the proposed Capital Improvements. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied to this report.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and are currently being permitted through Hillsborough County, SWFMWD, and FDEP. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the developer, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

#### **IV. THE DEVELOPMENT**

The Community will consist of 594 single family homes and associated infrastructure (the “Development”). The Development is a planned residential community located on the north side of Rhodine Road in Hillsborough County, Florida. The Development lies within, Section 33, Township 30 South, Range 20 East, all within Hillsborough County, Florida. The Development received zoning approval on the eastern 102.12 acre parcel by the Hillsborough County Planning Commission as a planned development, and has an underlying Future Land Use Designation of R-4. The Development received zoning approval on the western 17.25 acre parcel by the Hillsborough County Planning Commission as a planned development, and has an underlying Future Land Use Designation of R-4. The 61.27 acre Cole parcel has an underlying Future Land Use Designation of R-4 and is currently being zoned through Hillsborough County and is expected to be approved in February 2020. The Development will be constructed in three phases.

#### **V. THE PROJECT**

The Capital Improvements consist of public infrastructure. The primary portions of the Capital Improvements will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements including turn lanes.

There will also be stormwater structures and conveyance culverts within the Capital Improvements which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the Capital Improvements. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of conduits for power, telecommunications, and cable TV, and street lights within the public right of way and in the adjacent utility easement will be funded by the District.

As a part of the recreational component of the Development, a public park will be constructed in the eastern portion of the Development and is accessed by the public roadways.

## **VI. PROPOSED IMPROVEMENTS**

The Capital Improvements include the following:

### **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.

### **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 Project entrances.

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

**Miscellaneous:**

The stormwater improvements, landscaping and irrigation, mitigation area(s), and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public Capital Improvements will benefit the Development for the intended use as a mixed use planned development.

## **VII. PERMITTING**

Required construction permits for the proposed improvements include the Southwest Florida Water Management District (SWFWMD) Environmental Recourse Permit (ERP) and Hillsborough County Construction Plan Approval. Construction permits have been obtained for the Rhodine Road Subdivision located on the Rhodine Parcel. Construction permits are currently being obtained for the Rhodine Road West Subdivision located on the Cook Parcel. There are no Army Corps of Engineer (ACOE) jurisdictional wetlands within the Development, therefore no permits are required from that agency.

Following is a summary of required permits obtained and pending for the construction of the public Capital Improvements for the District:

### **Rhodine Road Subdivision (102.12 Ac.)**

<b>Permits / Approvals</b>	<b>Approval / Date</b>
Zoning Approval (Hillsborough)	PD 18-0562 (7/25/18)
Preliminary Plat (Hillsborough)	PI 4343 (8/18/18)
SWFWMD ERP	ERP 43043678.001 (11/16/18)
Construction Permits (Hillsborough)	PI# 4343 (11/29/18)
FDEP Water	0125332-1894-DSGP (10/26/18)
FDEP Sewer	0369734-001-DWC (11/13/18)

### **Rhodine Road West Subdivision (17.25 Ac.) (Cook Parcel)**

<b>Permits / Approvals</b>	<b>Approval / Date</b>
Zoning Approval (Hillsborough)	PD 20-0275
Preliminary Plat (Hillsborough)	(expected April 2021)
SWFWMD ERP	43044145.000
Construction Permits (Hillsborough)	(expected August 2021)
FDEP Water	(expected August 2021)
FDEP Sewer	(expected August 2021)



**Cole Parcel (61.27 Ac.)**

<b>Permits / Approvals</b>	<b>Approval / Date</b>
Zoning Approval (Hillsborough)	PD 19-1420
Preliminary Plat (Hillsborough)	PI# 5247
SWFWMD ERP	(expected August 2021)
Construction Permits (Hillsborough)	(expected August 2021)
FDEP Water	(expected August 2021)
FDEP Sewer	(expected August 2021)

**VIII. RECOMMENDATION**

As previously described within this report, the public Capital Improvements as described is necessary for the development and functional operation as required by Hillsborough County, Florida. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the Hillsborough County and SWFWMD. It should be noted that the Capital Improvements will provide their intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon current plan quantities for the infrastructure as shown on construction drawings incorporating specifications in the most recent review comments received from SWFWMD and Hillsborough County as well as estimated quantities for the future phases.

**IX. REPORT MODIFICATION**

During development and implementation of the public Capital Improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

## **X. CONCLUSION**

It is our professional opinion that the public Capital Improvements costs for the District provided in this report are reasonable to complete the construction of the infrastructure. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the Capital Improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in Hillsborough County. Furthermore, the quantities are a derivative of line items from specific construction documents and construction contracts as of this date. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the construction of the Capital Improvements continues in a timely manner, it is our professional opinion that the proposed public Capital Improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in Hillsborough County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed Capital Improvements can be completed at the cost stated.

**TABLE 1:**  
**SUMMARY OF OPINION OF**  
**PROBABLE COSTS**

## Summary of Opinion of Probable Cost

<b>Number of Lots</b>	<b><u>324</u><sup>(10)</sup></b>	<b><u>77</u><sup>(11)</sup></b>	<b><u>193</u><sup>(12)</sup></b>	<b><u>594</u></b>
<b><u>Infrastructure</u><sup>(1)(3)(6)</sup></b>	<b><u>Rhodine</u></b>	<b><u>Cook</u></b>	<b><u>Cole</u></b>	<b><u>Total</u></b>
Offsite Improvements <sup>(9)</sup>	\$ 423,006	\$ 84,000	\$ 300,000	\$ 807,006
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 4,094,054	\$ 962,232	\$ 4,500,000	\$ 9,556,286
Utilities (Water, Sewer, & Street Lighting) <sup>(8)</sup>	\$ 1,220,709	\$ 328,721	\$ 1,650,000	\$ 3,199,430
Roadway <sup>(4)</sup>	\$ 989,387	\$ 223,645	\$ 1,000,000	\$ 2,213,032
Entry Feature & Signage <sup>(7)</sup>	\$ 220,000	\$ 30,000	\$ 150,000	\$ 400,000
Parks and Amenities	\$ 580,000	\$ 138,000	\$ 435,000	\$ 1,153,000
Contingency	\$ 400,000	\$ 93,000	\$ 300,000	\$ 793,000
<b>TOTAL</b>	<b>\$ 7,927,156</b>	<b>\$ 1,859,598</b>	<b>\$ 8,335,000</b>	<b>\$ 18,121,754</b>

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks. Any land or other acquisitions will be made at the lower of cost or fair market value.
2. Stormwater does not include grading associated with building pads, both for initial construction and in conjunction with home construction.
3. Includes Stormwater pond excavation, and storage of fill, but not the cost of transporting the fill to private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering. All roadways will be public and accessible by public.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 costs.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Tampa Electric for the street light poles and lighting service. Only undergrounding of wires in public rights-of-way and on District land will be funded by the CDD.
9. Offsite Improvements include turn lanes on Rhodine Road at Project Access points.
10. Includes 278-40' wide lots and 46-50' wide lots.
10. Includes 77-50' wide lots.
10. Includes 97-40' wide lots and 96-50' wide lots.

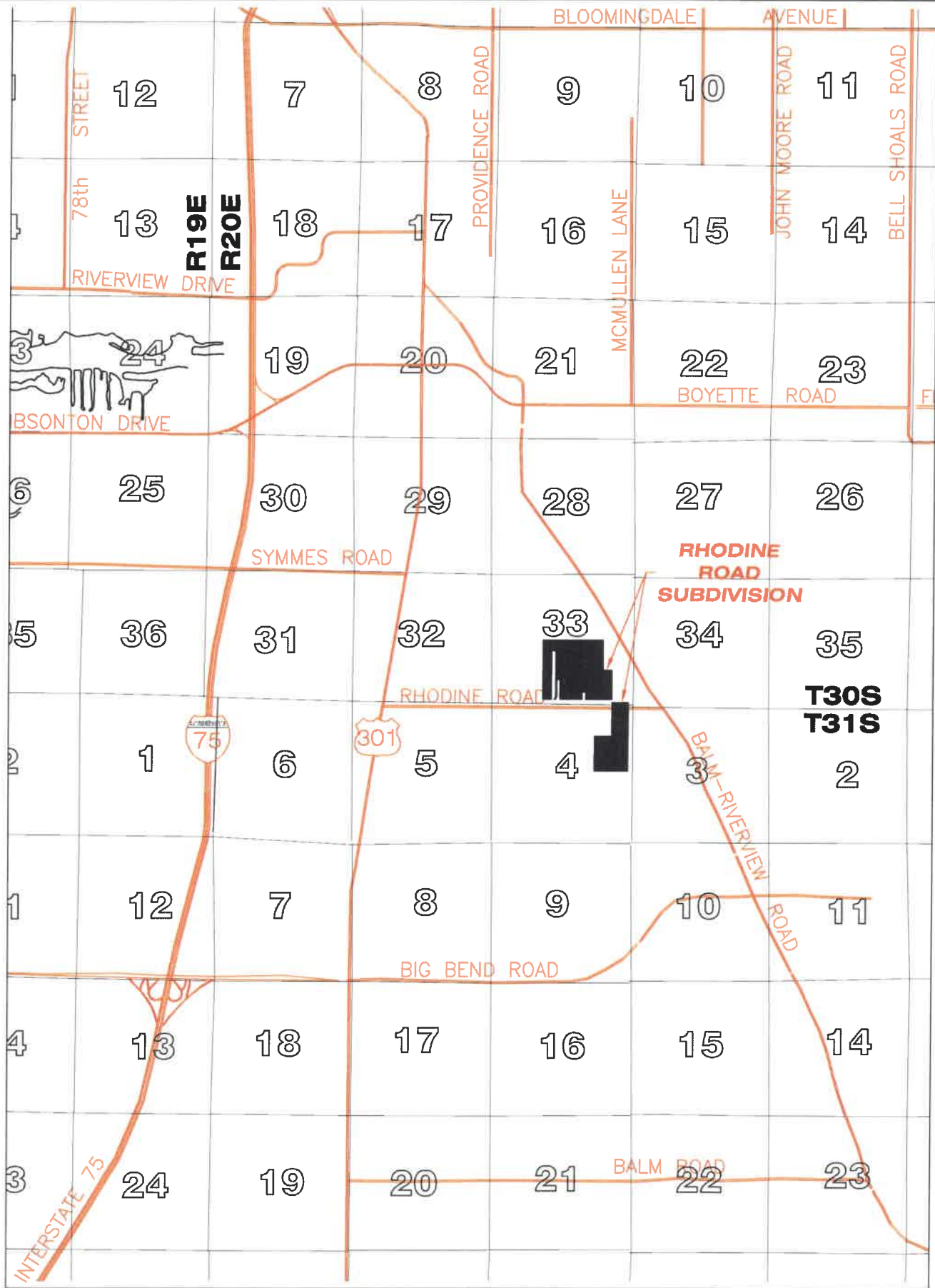
**TABLE 2:**  
**SUMMARY OF PROPOSED DISTRICT**  
**FACILITIES**

**RHODINE ROAD NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE 2 - SUMMARY OF PROPOSED DISTRICT FACILITIES**

<b>DISTRICT INFRASTRUCTURE</b>	<b>CONSTRUCTION</b>	<b>OWNERSHIP</b>	<b>CAPITAL FINANCING</b>	<b>OPERATION &amp; MAINTENANCE</b>
<b>ENTRY SIGNAGE AND FEATURES</b>	DISTRICT	DISTRICT	DISTRICT BONDS	DISTRICT
<b>PARKS AND AMENITIES</b>	DISTRICT	DISTRICT	DISTRICT BONDS	DISTRICT
<b>STORMWATER FACILITIES</b>	DISTRICT	DISTRICT	DISTRICT BONDS	DISTRICT
<b>WATER AND SEWER UTILITIES</b>	DISTRICT	HILLSBOROUGH COUNTY	DISTRICT BONDS	HILLSBOROUGH COUNTY
<b>STREET LIGHTING/CONDUIT</b>	DISTRICT	DISTRICT	DISTRICT BONDS	TECO
<b>ROAD CONSTRUCTION</b>	DISTRICT	HILLSBOROUGH COUNTY	DISTRICT BONDS	HILLSBOROUGH COUNTY
<b>OFFSITE ROADWAY</b>	DISTRICT	HILLSBOROUGH COUNTY	DISTRICT BONDS	HILLSBOROUGH COUNTY

**EXHIBIT 1:  
LOCATION MAP**

P:\0001 JMBI Red Estate\0002 Rhodine Rd Properties\ENR\Work\DWG\000 Exhibit\LOCATIONMAP\_CDD.dwg (LOCATION=MAP) Red: Aug 22, 2019 - 11:38am



(813) 221-1516 TEL  
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1000 N. ASHLEY DRIVE, SUITE 925  
TAMPA, FLORIDA 33602  
C.A. NO. 28358

## LOCATION MAP RHODINE ROAD NORTH CDD

SEC TWP RGE  
**33-30S-20E**

JOB NUMBER  
**0001.0002**

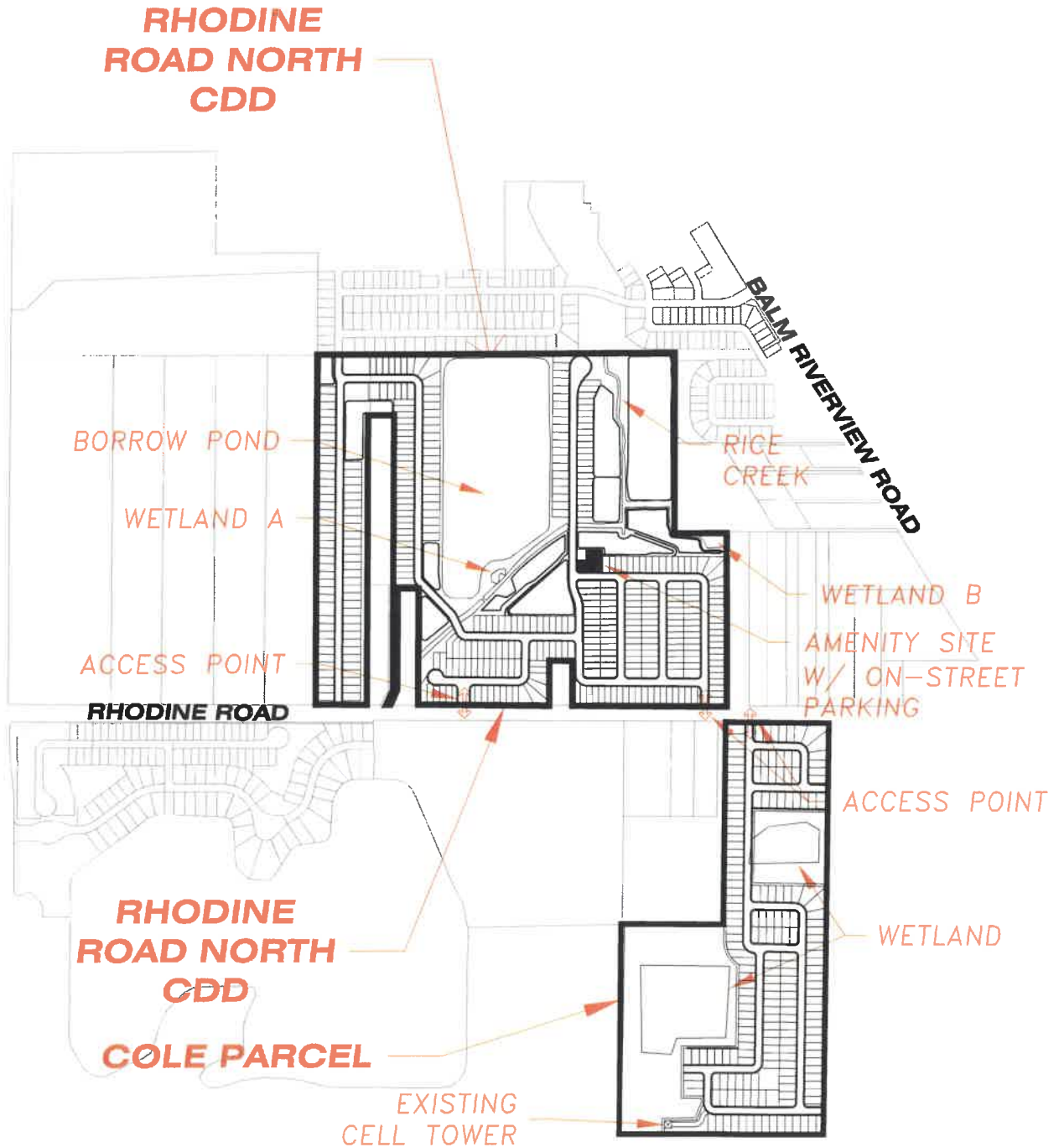
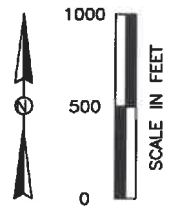
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**ROA**

DATE  
**08-22-2019**

SHEET  
**1**



**EXHIBIT 2:**  
**OVERALL SITE PLAN**



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TAMPA, FLORIDA 33602

## SITE PLAN RHODINE ROAD NORTH CDD

SEC TWP RGE  
**33-30S-20E**

JOB NUMBER  
**0001.0002**

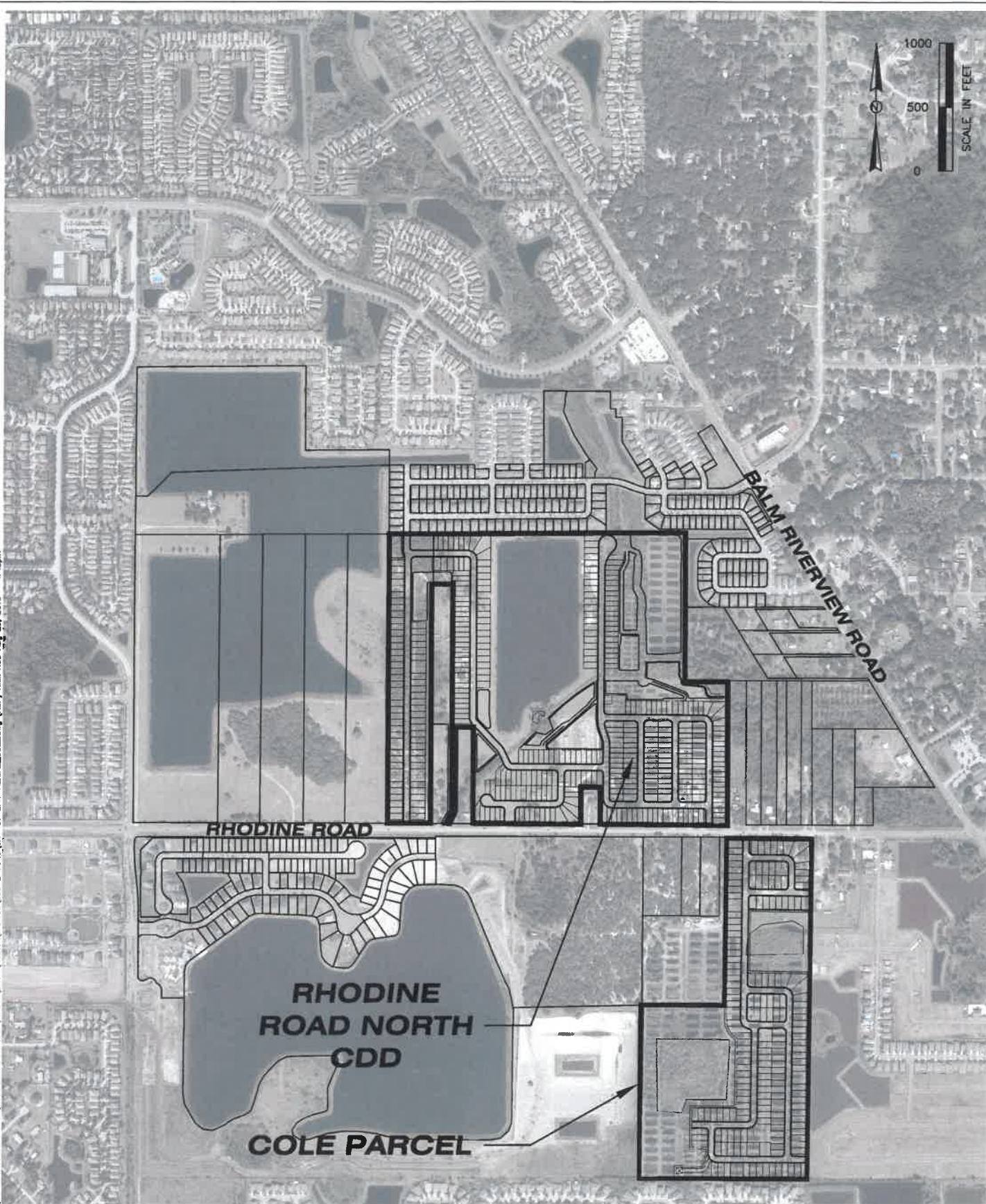
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**ROA**

DATE  
**08-26-2019**

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**1**

**EXHIBIT 3:**  
**AERIAL SITE PLAN**

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## AERIAL SITE PLAN RHODINE ROAD NORTH CDD

SEC TWP RGE  
**33-30S-20E**

JOB NUMBER  
**0001.0002**

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**08-26-2019**

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**EXHIBIT 4:**  
**LEGAL DESCRIPTION**

# Description Sketch

## (Not A Survey)


### COLE PARCEL

Per Official Records Book 9674, Page 1024

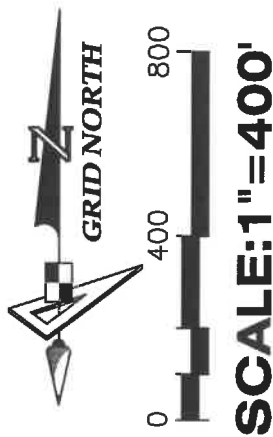
BEING the East 1/2 of the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 , all being in Section 4, Township 31 South, Range 20 East, Hillsborough County, Florida, Less Right-of-Way for Rhodine Road.

Containing 61.27 acres, more or less.

SEE SHEET NO. 2 FOR SKETCH

PROJECT: Rhodine Road			Prepared For: Absolute Engineering, Inc.		
PHASE: Cole Parcel			<b>(Not A Survey)</b>		
DRAWN: ECH DATE: 8/20/19 CHECKED BY: AJM					
<b>REVISIONS</b>					
DATE	DESCRIPTION	DRAWN BY	<b>David A. Williams</b> FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>LS6423</b>		
213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768			 <b>GeoPoint</b> Surveying, Inc.		
FILE PATH: P:\RHODINE ROAD (ABSOLUTE)\DESCRIPTION\RHODINE-ROAD-COLE PARCEL.DWG LAST SAVED BY: EHYATT					
<b>1 of 2</b>					

# Description Sketch (Not A Survey)



North Boundary of the Northeast  
1/4 of Section 4-31-20

Rhodine Road

Northeast corner of the Northeast  
1/4 of Section 4-31-20 per  
Certified Corner Record # 079748

50.00'

West boundary of the East 1/2 of  
the Northeast 1/4 of the Northeast  
1/4 of Section 4-31-20

South Right-of-Way  
line of Rhodine Road

50.00'

East 1/2 of the Northeast  
1/4 of the Northeast 1/4

BALLENTRAE SUBDIVISION  
PHASE 1  
Plat Book 124, Page 151

LUCAYA LAKE CLUB PHASE 4C  
Plat Book 135, Page 1

North boundary of the Southeast 1/4 of  
the Northeast 1/4 of Section 4-31-20

Southeast 1/4 of  
the Northeast 1/4

East boundary of the Northeast 1/4 of Section 4-31-20

BALLENTRAE SUBDIVISION  
PHASE 2  
Plat Book 125, Page 294

LUCAYA LAKE CLUB PHASE 4B  
Plat Book 134, Page 70

West boundary of the Southeast 1/4 of  
the Northeast 1/4 of Section 4-31-20

South boundary of the Southeast 1/4 of  
the Northeast 1/4 of Section 4-31-20

PANTHER TRACE PHASE 2B-2  
Plat Book 110, Page 102

Southeast corner of the Northeast  
1/4 of Section 4-31-20 per  
Certified Corner Record #069332

SEE SHEET NO. 1 FOR LEGAL

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

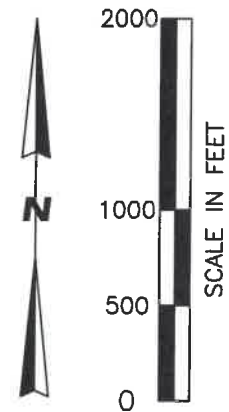
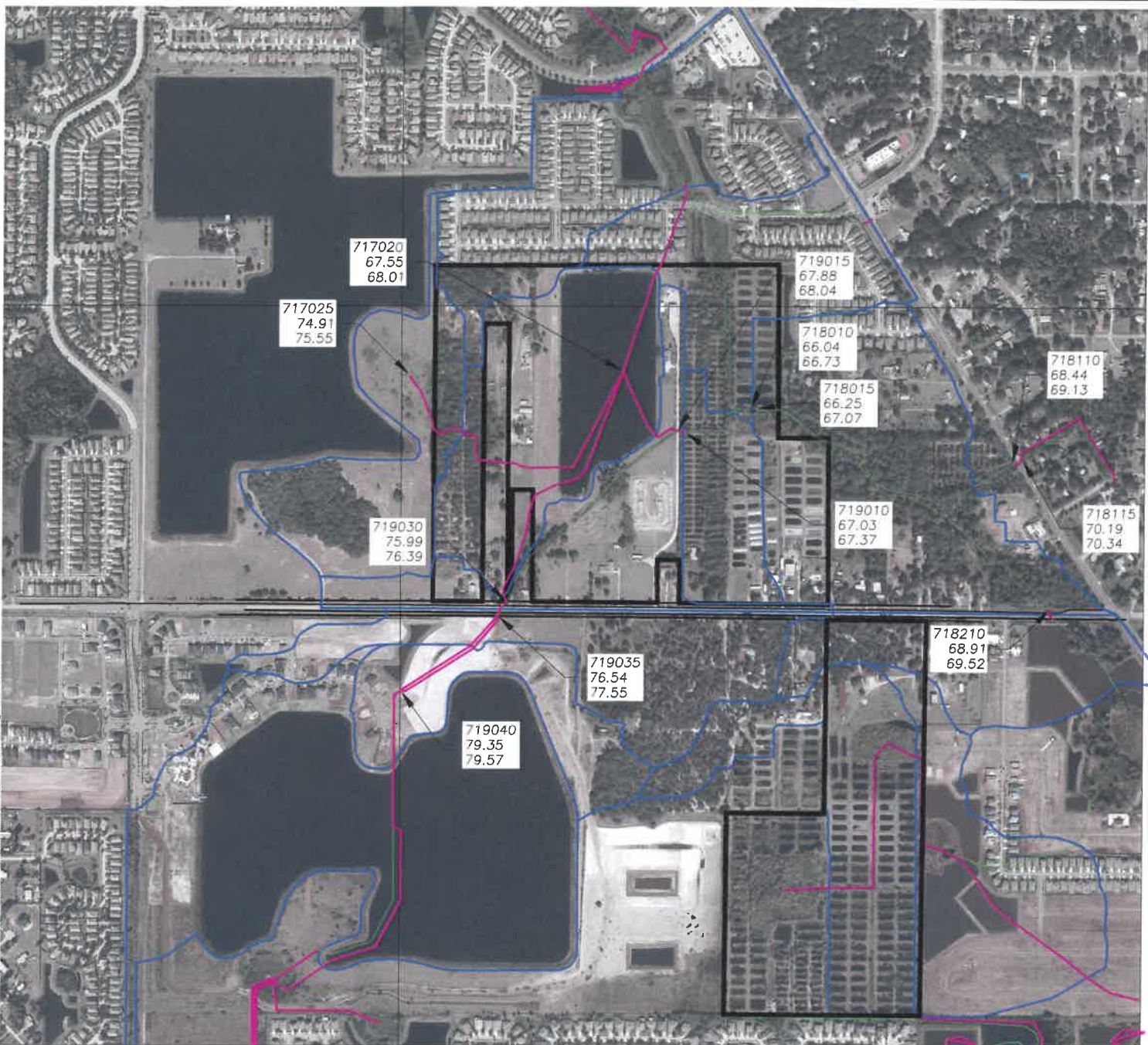
**GeoPoint**  
Surveying, Inc.



**EXHIBIT 5:  
DRAINAGE MAP**



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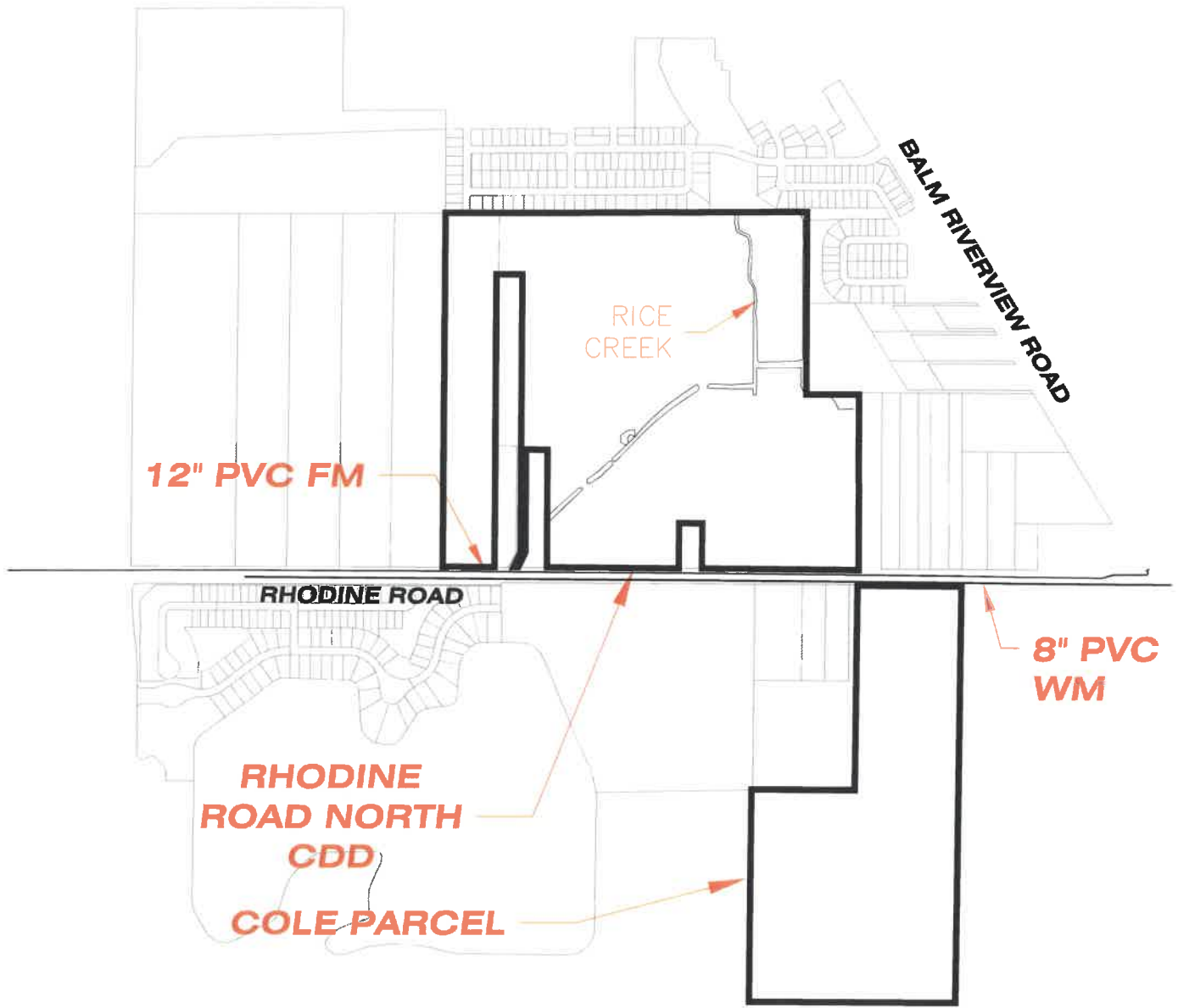
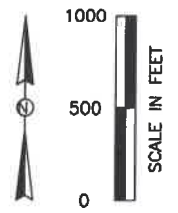


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## ALAFIA RIVER STORM MODEL RHODINE ROAD NORTH CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
33 30S 20E	0001.0002	ROA	08-22-2019	1

**EXHIBIT 6:**  
**UTILITY LOCATION MAP**



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C.A. NO. 28358

## MAJOR UTILITY TRUNK LINES RHODINE ROAD NORTH CDD

SEC TWP RGE  
**33-30S-20E**

JOB NUMBER  
**0001.0002**

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**ROA**

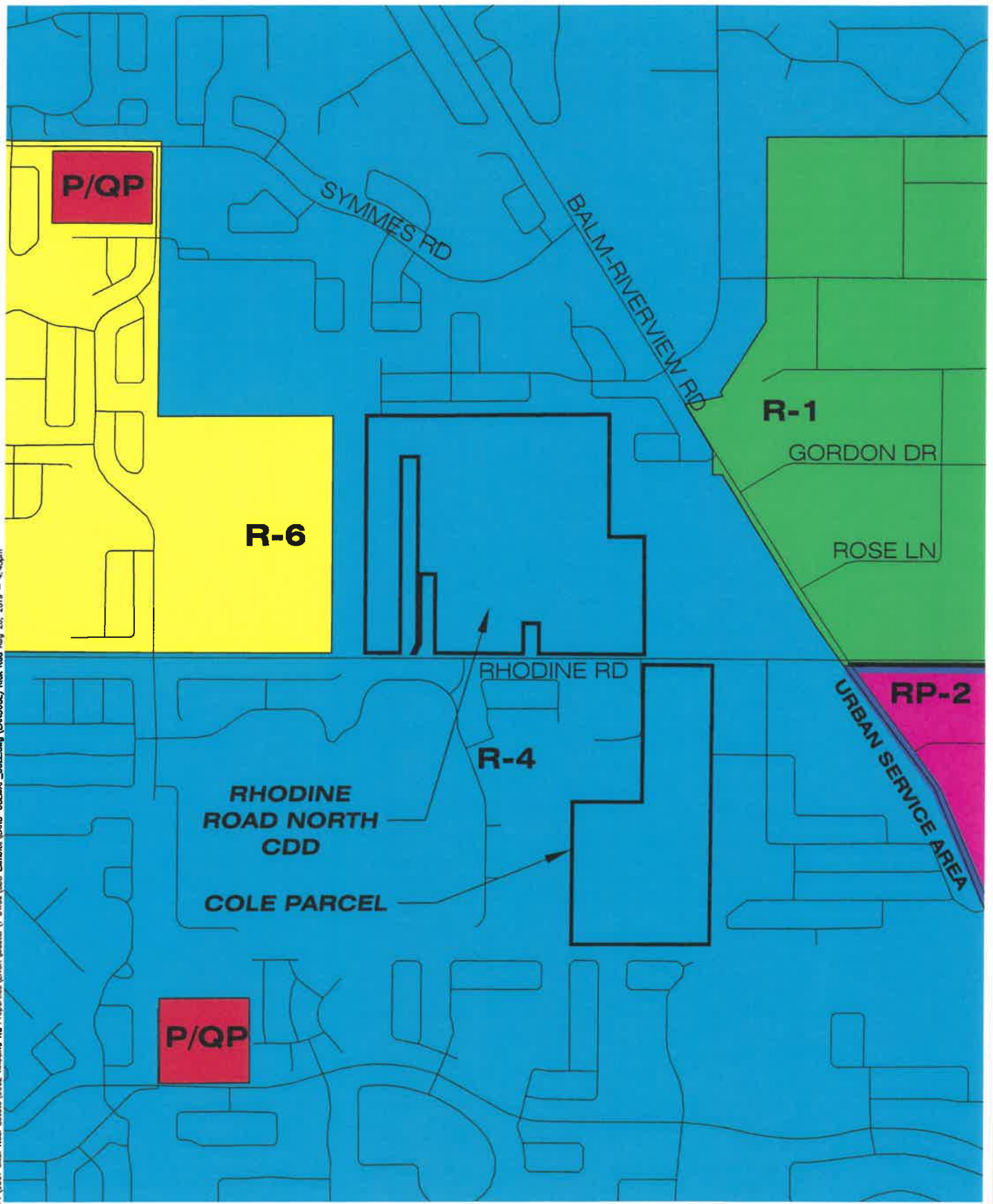
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**08-26-2019**

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**EXHIBIT 7:**  
**FUTURE LAND USE MAP**



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**FUTURE LAND USE MAP  
RHODINE ROAD NORTH CDD**

SEC TWP RGE  
**33 30S 20E**

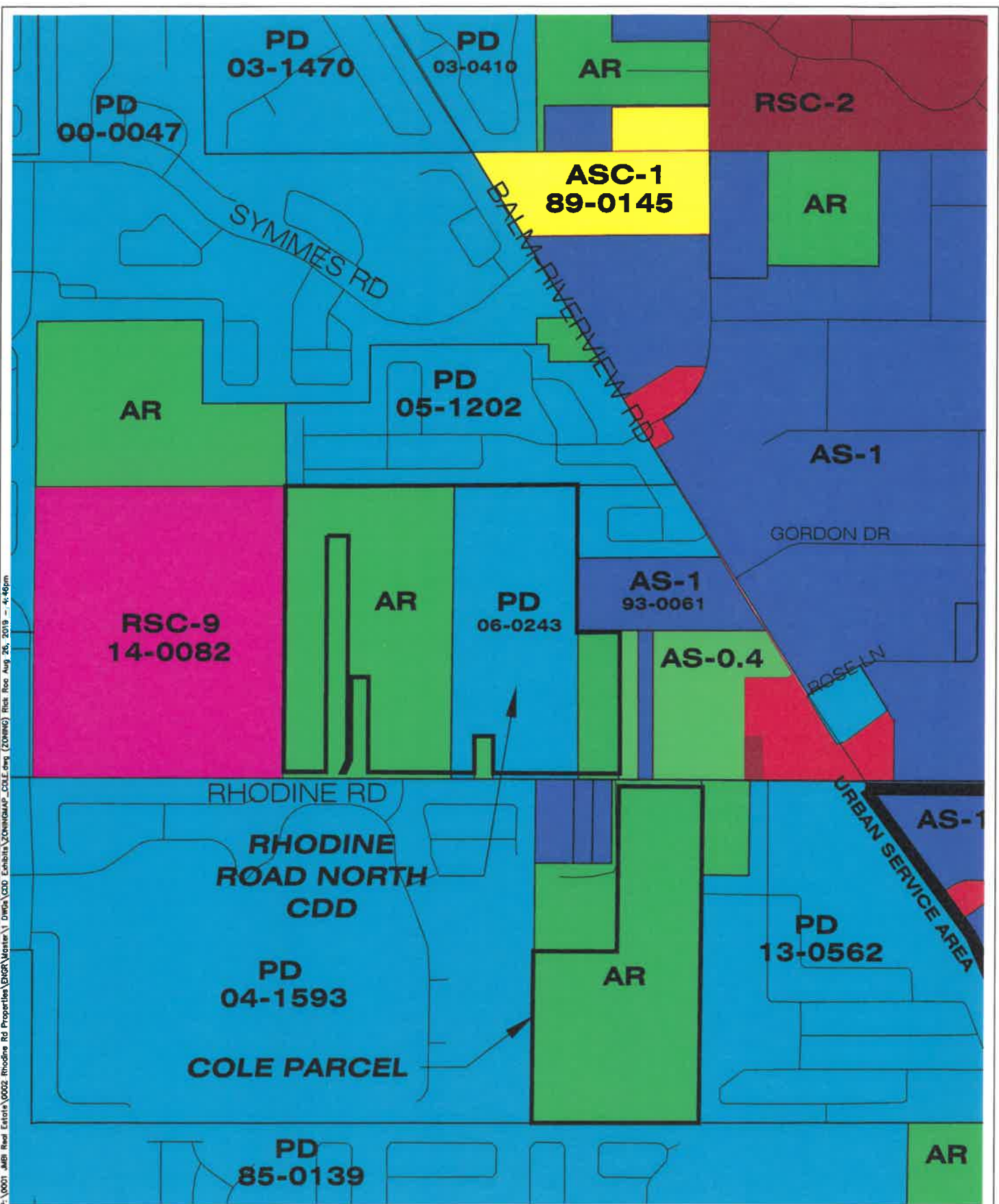
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**0001.0002**

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**ROA**

DATE  
**08-26-2019**

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**1**

**EXHIBIT 8:  
ZONING MAP**



**ABSOLUTE  
ENGINEERING, INC.**

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C.A. NO. 28358

## ZONING MAP RHODINE ROAD NORTH CDD

SEC TWP RGE  
**33 30S 20E**

JOB NUMBER  
**0001.0002**

DRAWN BY  
**ROA**

DATE  
**08-26-2019**

SHEET  
**1**

## SECTION VI



Prepared By and Return To

Sarah S. Warren, Esq.  
KE Law Group, PLLC  
PO Box 6386  
Tallahassee, Florida 32314

**TEMPORARY CONSTRUCTION AND**  
**ACCESS EASEMENT AGREEMENT**  
**(COLE PARCEL)**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”)** is made and entered as of this \_\_\_\_ day of \_\_\_\_ 2021, by and between **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, whose mailing address is 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803 (**“Grantor”**) in favor of **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (**“Grantee”** or the **“District”**) (Grantor and Grantee are sometimes together referred to herein as the **“Parties”**, and separately as the **“Party”**).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of that certain parcel of real property located unincorporated Hillsborough County, Florida, being more particularly described in **Exhibit “A”** attached hereto, and by this reference incorporated herein (the **“Easement Area”**); and

**WHEREAS**, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities and other such improvements as authorized by law, (collectively, the **“Improvements”**); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **TEMPORARY CONSTRUCTION EASEMENT.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **TERM OF EASEMENT.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Hillsborough County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots (“Lots”), and all rights in the Easement upon such Lots granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Lots in the Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **INSURANCE AND INDEMNITY.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **OBLIGATIONS OF GRANTOR AND GRANTEE.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, each Party hereby

agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **BENEFICIARIES OF EASEMENT RIGHTS.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **AMENDMENTS AND WAIVERS.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Hillsborough County, Florida, except as provided in Section 3 of this Agreement. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **USE OF EASEMENT AREA.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **LIENS.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **EFFECTIVE DATE.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **MISCELLANEOUS.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative

or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Hillsborough County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

*[Signatures contained on following pages]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

**“GRANTOR”**

Signed, sealed and delivered

in the presence of:

**CLAYTON PROPERTIES GROUP,  
INC.,**  
a Tennessee corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Clayton Properties Group, Inc. on behalf of the company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[Continue onto next page]

**“GRANTEE”**

**RHODINE ROAD NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**, a local unit of special-purpose  
government established  
pursuant to Chapter 190, *Florida Statutes*

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chair/Vice Chairperson, Board of  
Supervisors

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as Chair/Vice  
Chairperson of the Board of Supervisors of the Rhodine Road North Community Development  
District.

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]

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## EXHIBIT A

### RHODINE ROAD NORTH COLE PARCEL LEGAL DESCRIPTION

#### 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 1/4 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 1/4 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 1/4 OF SAID GOVERNMENT LOT 3; THENCE S 00°10'16" W, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1876.19 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 331.81 FEET TO A POINT ON THE WEST BOUNDARY OF THE WEST 1/2 OF THE EAST 1/2 OF GOVERNMENT LOT 3; THENCE N 00°12'38" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 2268.99 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°58'44" E, ALONG SAID NORTH AND SOUTH BOUNDARIES, A DISTANCE OF 660.81 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 VII





# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
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September 22, 2021

Board of Supervisors  
Rhodine Road North Community Development District  
c/o GMS - CFL, LLC  
219 E. Livingston Street  
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Rhodine Road North Community Development District, Hillsborough County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Rhodine Road North Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2021 audit.

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

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

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

## **Audit Objectives**

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

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

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Examination Objective**

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

### **Other Services**

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

### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you

are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

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

#### **Audit Procedures—General**

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

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

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

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

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

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

#### **Audit Procedures—Compliance**

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

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

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

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

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

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

Our fee for these services will not exceed \$4,500 for the September 30, 2021 audit. The fee for each annual renewal will be agreed upon separately.

This agreement provides for a contract period of one year. This agreement may be renewed for two additional one-year terms subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately. If the District agrees to subsequent renewals, the fees for fiscal year 2022 and 2023 will not exceed \$4,600 and \$4,700, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

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

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

The District may terminate this agreement, with or without cause, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Rhodine Road North Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



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Antonio J. Grau

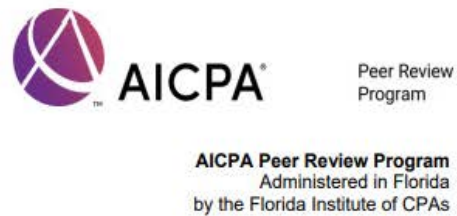
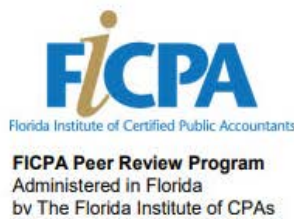
RESPONSE:

This letter correctly sets forth the understanding of Rhodine Road North Community Development District.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



February 20, 2020

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

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,  
*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

## SECTION VIII

## **RESOLUTION 2022-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; 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*, being situated within Hillsborough County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops (together, “meetings”) for the purpose of conducting District business; and

**WHEREAS**, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

**WHEREAS**, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

**WHEREAS**, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

**WHEREAS**, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

**WHEREAS**, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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



**SECTION 1. RECITALS.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. FINDINGS.** The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

**SECTION 3. WAIVER.** The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

**SECTION 4. REASONABLE NOTICE.**

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of October, 2021.

ATTEST:

**RHODINE ROAD NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION IX

## SECTION C

*Item will be  
provided under  
separate cover.*

# SECTION D

# SECTION 1

# Rhodine Road North Community Development District

## Summary of Checks

August 17, 2021 to October 7, 2021

Bank	Date	Check No.'s	Amount	
General Fund	8/18/21	222-228	\$	11,458.29
	8/27/21	229	\$	1,287.92
	8/30/21	230-235	\$	7,359.30
	9/1/21	236	\$	10,808.51
	9/8/21	237-240	\$	15,789.43
	9/13/21	241	\$	4,561.33
	9/21/21	242-245	\$	875.00
	9/29/21	246-251	\$	24,739.23
	9/30/21	252	\$	1,158.95
			\$	78,037.96
			\$	<b>78,037.96</b>



AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 10/11/21		PAGE 1	
*** CHECK DATES 08/17/2021 - 10/07/2021 ***		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 #
8/18/21	00031	7/28/21 BW072820	202107 310-51300-11000	SUPERVISOR FEES 07/28/21	*	200.00	
				BRIAN WALSH			200.00 000222
8/18/21	00034	7/28/21 GP072820	202107 310-51300-11000	SUPERVISOR FEES 07/28/21	*	200.00	
				GARRET PARKINSON			200.00 000223
8/18/21	00016	7/01/21 21430	202107 310-51300-32200	AUDIT FYE 09/30/2020	*	2,900.00	
				GRAU AND ASSOCIATES			2,900.00 000224
8/18/21	00010	8/01/21 60	202108 310-51300-34000	MANAGEMENT FEES AUGUST21	*	2,916.67	
		8/01/21 60	202108 310-51300-35100	INFORMATION TEC AUGUST21	*	75.00	
		8/01/21 60	202108 310-51300-31300	DISSEMINATION SVC AUG21	*	416.67	
		8/01/21 60	202108 310-51300-51000	OFFICE SUPPLIES	*	2.77	
		8/01/21 60	202108 310-51300-42000	POSTAGE	*	30.43	
		8/01/21 60	202108 310-51300-42500	COPIES	*	9.75	
		8/01/21 61	202108 320-53800-12000	FIELD MANAGEMENT AUGUST21	*	625.00	
				GOVERNMENTAL MANAGEMENT SERVICES			4,076.29 000225
8/18/21	00026	1/27/21 MA012720	202101 310-51300-11000	SUPERVISOR REISSUE 012721	*	200.00	
		2/24/21 MA022420	202102 310-51300-11000	SUPERVISOR REISSUE 022421	*	200.00	
		7/28/21 MA072820	202107 310-51300-11000	SUPERVISOR FEES 07/28/21	*	200.00	
				MILTON ANDRADE			600.00 000226
8/18/21	00011	7/28/21 PA072820	202107 310-51300-11000	SUPERVISOR FEES 07/28/21	*	200.00	
				PHILLIP ALLENDE			200.00 000227
8/18/21	00008	8/04/21 173541	202108 310-51300-48000	NOT OF BUDGET/ASSE 8/4/21	*	3,282.00	
				TIMES PUBLISHING COMPANY			3,282.00 000228
8/27/21	00019	8/27/21 08272021	202108 300-20700-10000	FY21 DEBT ASSESS TRANSFER	*	1,287.92	
				RHODINE ROAD NORTH CDD C/O USBANK			1,287.92 000229
				RRNC RHODINE ROAD N KCOSTA			



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/08/21	00022	8/01/21 113990	202107 320-53800-47300	LAKE MAINTENANCE JULY 21	*	765.00	
				REMSON AQUATICS			765.00 000239
9/08/21	00008	8/18/21 176004A	202108 310-51300-48000	NOT OF SPECIAL ASSESSMENT	*	2,734.60	
		8/18/21 176007A	202108 310-51300-48000	NOT OF SPECIAL ASSESSMENT	*	2,284.00	
		9/01/21 174665	202109 310-51300-48000	NOT OF SPECIAL ASSESSMENT	*	2,180.00	
				TIMES PUBLISHING COMPANY			7,198.60 000240
9/13/21	00010	9/01/21 62	202109 310-51300-34000	MANAGEMENT FEES - SEP 21	*	2,916.67	
		9/01/21 62	202109 310-51300-35100	INFORMATION TECH - SEP 21	*	75.00	
		9/01/21 62	202109 310-51300-31300	DISSEMINATION SVCS-SEP 21	*	416.67	
		9/01/21 62	202109 310-51300-51000	OFFICE SUPPLIES	*	3.01	
		9/01/21 62	202109 310-51300-42000	POSTAGE	*	15.66	
		9/01/21 62	202109 310-51300-42500	COPIES	*	9.45	
		9/01/21 63	202109 320-53800-12000	FIELD MANAGEMENT - SEP 21	*	625.00	
		9/01/21 63	202109 310-51300-49000	MTG ROOM/PAYPAL/LEGAL ADD	*	499.87	
				GOVERNMENTAL MANAGEMENT SERVICES			4,561.33 000241
9/21/21	00031	9/09/21 BW090920	202109 310-51300-11000	SUPERVISOR FEES 09/09/21	*	200.00	
				BRIAN WALSH			200.00 000242
9/21/21	00034	9/09/21 GP090920	202109 310-51300-11000	SUPERVISOR FEES 09/09/21	*	200.00	
				GARRET PARKINSON			200.00 000243
9/21/21	00011	9/09/21 PA090920	202109 310-51300-11000	SUPERVISOR FEES 09/09/21	*	200.00	
				PHILLIP ALLENDE			200.00 000244
9/21/21	00036	9/21/21 29-BID-5	202109 330-53800-51000	ANNUAL POOL PERMIT FY21	*	275.00	
				FLORIDA DEPARTMENT OF HEALTH			275.00 000245
				RRNC RHODINE ROAD N KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/29/21	00017	9/16/21 13572	202109 320-53800-46200	LANDSCAPE MAINT - SEP 21	*	6,470.83	
				CARDINAL LANDSCAPING SVCS OF TAMPA			6,470.83 000246
9/29/21	00009	9/10/21 14271	202109 300-15500-10000	FY22 INSURANCE POLICY	*	5,570.00	
		9/21/21 14679	202109 320-53800-45000	FY21 INSUR-ADD PROPERTY	*	159.00	
				EGIS INSURANCE ADVISORS, LLC			5,729.00 000247
9/29/21	00010	9/17/21 64	202109 300-15500-10000	ASSESSMENT ROLL - FY 22	*	5,000.00	
				GOVERNMENTAL MANAGEMENT SERVICES			5,000.00 000248
9/29/21	00033	9/20/21 310	202108 310-51300-31500	GEN.COUNSEL/MTHLY MEETING	*	2,617.50	
				KE LAW GROUP, PLLC			2,617.50 000249
9/29/21	00023	7/23/21 6205046	202107 310-51300-32300	TRUSTEE FEES-SERIES FY21	*	929.34	
		7/23/21 6205046	202107 300-15500-10000	TRUSTEE FEES-SERIES FY22	*	2,788.04	
				U.S. BANK			3,717.38 000250
9/29/21	00027	9/27/21 09272021	202109 300-15500-10000	PLAYGRND/FUR LEASE-SEP 21	*	1,204.52	
				WHFS, LLC			1,204.52 000251
9/30/21	00030	9/03/21 33134587	202109 320-53800-43200	12042 DOWNEY BIRCH DR	*	1,158.95	
				HILLSBOROUGH COUNTY PUBLIC UTILITY			1,158.95 000252
TOTAL FOR BANK A						78,037.96	
TOTAL FOR REGISTER						78,037.96	

RRNC RHODINE ROAD N KCOSTA

## SECTION 2

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

***Unaudited Financial Reporting***  
***August 31, 2021***



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2-3	<u>General Fund</u>
4	<u>Series 2019 Debt Service Fund</u>
5	<u>Series 2019 Capital Projects Fund</u>
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8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

**Rhodine Road North**  
**Community Development District**  
**Combined Balance Sheet**  
**August 31, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u>Cash</u>				
Operating Account	\$ 92,504	\$ -	\$ 1,000	\$ 93,504
<u>Series 2019</u>				
Reserve	\$ -	\$ 510,963	\$ -	\$ 510,963
Revenue	\$ -	\$ 209,485	\$ -	\$ 209,485
Prepayment	\$ -	\$ 1,543	\$ -	\$ 1,543
Construction	\$ -	\$ -	\$ 0	\$ 0
Prepaid Expense	\$ 3,993	\$ -	\$ -	\$ 3,993
<b>Total Assets</b>	<b>\$ 96,497</b>	<b>\$ 721,990</b>	<b>\$ 1,000</b>	<b>\$ 819,487</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 36,037	\$ -	\$ -	\$ 36,037
Contracts Payable	\$ -	\$ -	\$ 58,790	\$ 58,790
<b>Total Liabilities</b>	<b>\$ 36,037</b>	<b>\$ -</b>	<b>\$ 58,790</b>	<b>\$ 94,827</b>
<b>Fund Balances:</b>				
Unassigned	\$ 60,460	\$ -	\$ -	\$ 60,460
Restricted for Debt Service	\$ -	\$ 721,990	\$ -	\$ 721,990
Restricted for Capital Projects	\$ -	\$ -	\$ (57,790)	\$ (57,790)
<b>Total Fund Balances</b>	<b>\$ 60,460</b>	<b>\$ 721,990</b>	<b>\$ (57,790)</b>	<b>\$ 724,660</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 96,497</b>	<b>\$ 721,990</b>	<b>\$ 1,000</b>	<b>\$ 819,487</b>



# Rhodine Road North

## Community Development District

### General Fund

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

For The Period Ending August 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues</b>				
Assessment - Tax Roll	\$ 282,705	\$ 282,705	\$ 287,254	\$ 4,549
Assessments - Lot Closings	\$ -	\$ -	\$ 4,230	\$ 4,230
Developer Contributions	\$ 57,673	\$ 52,867	\$ -	\$ (52,867)
Boundary Amendment Contributions	\$ -	\$ -	\$ 30,809	\$ 30,809
<b>Total Revenues</b>	<b>\$ 340,378</b>	<b>\$ 335,572</b>	<b>\$ 322,293</b>	<b>\$ (13,280)</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 5,000	\$ 6,000
Engineering	\$ 20,000	\$ 18,333	\$ 940	\$ 17,393
Attorney	\$ 25,000	\$ 22,917	\$ 14,528	\$ 8,388
Annual Audit	\$ 4,400	\$ 4,400	\$ 4,400	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 900	\$ 450	\$ 450	\$ -
Dissemination	\$ 6,000	\$ 5,783	\$ 5,783	\$ -
Trustee Fees	\$ 7,000	\$ 3,717	\$ 3,717	\$ -
Management Fees	\$ 35,000	\$ 32,083	\$ 32,083	\$ (0)
Information Technology	\$ 2,500	\$ 2,292	\$ 825	\$ 1,467
Telephone	\$ 250	\$ 229	\$ -	\$ 229
Postage & Delivery	\$ 850	\$ 779	\$ 308	\$ 471
Insurance	\$ 5,700	\$ 5,700	\$ 5,381	\$ 319
Printing & Binding	\$ 850	\$ 779	\$ 431	\$ 349
Legal Advertising	\$ 10,000	\$ 9,167	\$ 17,705	\$ (8,539)
Other Current Charges	\$ 2,500	\$ 2,292	\$ 1,791	\$ 501
Boundary Amendment Expenses	\$ -	\$ -	\$ 36,093	\$ (36,093)
Office Supplies	\$ 500	\$ 458	\$ 18	\$ 441
Travel Per Diem	\$ 550	\$ 504	\$ -	\$ 504
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 139,175</b>	<b>\$ 126,059</b>	<b>\$ 134,628</b>	<b>\$ (8,569)</b>
<b><u>Operations and Maintenance Expenses</u></b>				
<b><u>Field Expenses</u></b>				
Property Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Field Management	\$ 12,500	\$ 11,458	\$ 6,875	\$ 4,583
Landscape Maintenance	\$ 71,950	\$ 65,954	\$ 71,429	\$ (5,475)
Landscape Replacement	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
Lake Maintenance	\$ 9,180	\$ 8,415	\$ 7,610	\$ 805
Fountain Maintenance	\$ 2,500	\$ 2,292	\$ -	\$ 2,292
Streetlights	\$ 15,000	\$ 13,750	\$ 19,079	\$ (5,329)
Electric	\$ 2,500	\$ 2,500	\$ 3,394	\$ (894)
Water & Sewer	\$ 1,000	\$ 1,000	\$ 9,183	\$ (8,183)
Sidewalk & Asphalt Maintenance	\$ 500	\$ 458	\$ -	\$ 458
Irrigation Repairs	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
General Repairs & Maintenance	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
Contingency	\$ 7,500	\$ 6,875	\$ 1,665	\$ 5,210
<b>Subtotal Field Expenses</b>	<b>\$ 142,630</b>	<b>\$ 131,453</b>	<b>\$ 119,235</b>	<b>\$ 12,217</b>

# Rhodine Road North

## Community Development District

### General Fund

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

For The Period Ending August 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b><u>Amenity Expenses</u></b>				
Amenity - Electric	\$ 9,600	\$ 8,400	\$ 497	\$ 7,903
Amenity - Water	\$ 2,560	\$ 2,240	\$ -	\$ 2,240
Playground Lease	\$ 7,000	\$ 6,125	\$ 7,227	\$ (1,102)
Internet	\$ 600	\$ 525	\$ -	\$ 525
Pest Control	\$ 480	\$ 420	\$ -	\$ 420
Janitorial Services	\$ 8,000	\$ 7,000	\$ -	\$ 7,000
Security Services	\$ 6,667	\$ 5,833	\$ -	\$ 5,833
Pool Maintenance	\$ 13,000	\$ 11,375	\$ -	\$ 11,375
Amenity Repairs & Maintenance	\$ 667	\$ 583	\$ -	\$ 583
Contingency	\$ 5,000	\$ 4,375	\$ -	\$ 4,375
<b><u>Subtotal Amenity Expenses</u></b>	<b>\$ 53,573</b>	<b>\$ 46,877</b>	<b>\$ 7,724</b>	<b>\$ 39,153</b>
<b><u>Total Operations and Maintenance Expenses</u></b>	<b>\$ 196,203</b>	<b>\$ 178,329</b>	<b>\$ 126,959</b>	<b>\$ 51,370</b>
<b><u>Total Expenditures</u></b>	<b>\$ 335,378</b>	<b>\$ 304,388</b>	<b>\$ 261,587</b>	<b>\$ 42,801</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer Out - Capital Reserve	\$ (5,000)	\$ -	\$ -	\$ -
<b><u>Total Other Financing Sources (Uses)</u></b>	<b>\$ (5,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Excess Revenues (Expenditures)</u></b>	<b>\$ -</b>		<b>\$ 60,706</b>	
<b><u>Fund Balance - Beginning</u></b>	<b>\$ -</b>		<b>\$ (246)</b>	
<b><u>Fund Balance - Ending</u></b>	<b>\$ -</b>		<b>\$ 60,460</b>	

**Rhodine Road North**  
**Community Development District**  
**Debt Service Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues</b>				
Assessments - On Roll	\$ 618,188	\$ 618,188	\$ 505,453	\$ (112,735)
Assessments - Prepayments	\$ -	\$ -	\$ 64,017	\$ 64,017
Assessments - Lot Closings	\$ -	\$ -	\$ 4,582	\$ 4,582
Interest Income	\$ -	\$ -	\$ 57	\$ 57
<b>Total Revenues</b>	<b>\$ 618,188</b>	<b>\$ 618,188</b>	<b>\$ 574,109</b>	<b>\$ (44,079)</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Interest - 11/1	\$ 219,019	\$ 219,019	\$ 219,019	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 1,455,000	\$ (1,455,000)
Special Call - 2/1	\$ -	\$ -	\$ 25,000	\$ (25,000)
Interest - 2/1	\$ -	\$ -	\$ 291	\$ (291)
Principal - 5/1	\$ 165,000	\$ 165,000	\$ 140,000	\$ 25,000
Interest - 5/1	\$ 219,019	\$ 219,019	\$ 185,825	\$ 33,194
Special Call - 5/1	\$ -	\$ -	\$ 25,000	\$ (25,000)
Interest - 8/1	\$ -	\$ -	\$ 156	\$ (156)
Special Call - 8/1	\$ -	\$ -	\$ 15,000	\$ (15,000)
<b>Total Expenditures</b>	<b>\$ 603,038</b>	<b>\$ 603,038</b>	<b>\$ 2,065,291</b>	<b>\$ (1,462,253)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 15,150</b>		<b>\$ (1,491,182)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 258,188</b>		<b>\$ 2,213,172</b>	
<b>Fund Balance - Ending</b>	<b>\$ 273,338</b>		<b>\$ 721,990</b>	

# Rhodine Road North

## Community Development District

### Capital Projects Funds

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

For The Period Ending August 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues</b>				
Developer Contributions	\$ -	\$ -	\$ 560,852	\$ 560,852
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 560,852</b>	<b>\$ 560,852</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Capital Outlay	\$ -	\$ -	\$ 556,226	\$ (556,226)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 556,226</b>	<b>\$ (556,226)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 4,625</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (62,415)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (57,790)</b>	

**Rhodine Road North**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessment - Tax Roll	\$ -	\$ 115,551	\$ 13,197	\$ 41,031	\$ 16,666	\$ 11,960	\$ 88,117	\$ 732	\$ -	\$ -	\$ -	\$ -	\$ 287,254
Assessments - Lot Closings	\$ 4,230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,230
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,161	\$ -	\$ 10,000	\$ -	\$ -	\$ 9,648	\$ -	\$ 30,809
<b>Total Revenues</b>	<b>\$ 4,230</b>	<b>\$ 115,551</b>	<b>\$ 13,197</b>	<b>\$ 41,031</b>	<b>\$ 16,666</b>	<b>\$ 23,120</b>	<b>\$ 88,117</b>	<b>\$ 10,732</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,648</b>	<b>\$ -</b>	<b>\$ 322,293</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ 600	\$ 1,000	\$ 600	\$ 600	\$ 800	\$ -	\$ 800	\$ 600	\$ -	\$ 5,000
Engineering	\$ -	\$ -	\$ -	\$ 235	\$ -	\$ -	\$ -	\$ -	\$ 470	\$ 235	\$ -	\$ -	\$ 940
Attorney	\$ 596	\$ 131	\$ 443	\$ 1,934	\$ 2,111	\$ 1,568	\$ 553	\$ 833	\$ 721	\$ 3,022	\$ 2,618	\$ -	\$ 14,528
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ 2,900	\$ -	\$ -	\$ 4,400
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ 450
Dissemination	\$ 917	\$ 417	\$ 417	\$ 917	\$ 417	\$ 417	\$ 517	\$ 417	\$ 517	\$ 417	\$ 417	\$ -	\$ 5,783
Trustee Fees	\$ 2,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 929	\$ -	\$ -	\$ 3,717
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ 32,083
Information Technology	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ -	\$ 825
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 40	\$ 30	\$ 6	\$ 67	\$ 1	\$ 14	\$ 21	\$ 64	\$ 33	\$ 2	\$ 30	\$ -	\$ 308
Insurance	\$ 5,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,381
Printing & Binding	\$ 4	\$ -	\$ 2	\$ -	\$ 401	\$ 6	\$ 2	\$ 2	\$ 3	\$ 0	\$ 10	\$ -	\$ 431
Legal Advertising	\$ 512	\$ -	\$ -	\$ 393	\$ 393	\$ 1,431	\$ 436	\$ 478	\$ -	\$ 376	\$ 13,687	\$ -	\$ 17,705
Other Current Charges	\$ -	\$ 265	\$ 120	\$ 121	\$ 120	\$ 288	\$ 289	\$ 201	\$ 39	\$ 305	\$ 42	\$ -	\$ 1,791
Boundary Amendment Expenses	\$ -	\$ -	\$ -	\$ 1,161	\$ 116	\$ 10,413	\$ 3,123	\$ 11,214	\$ 5,996	\$ 4,070	\$ -	\$ -	\$ 36,093
Office Supplies	\$ 0	\$ -	\$ 0	\$ 0	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 0	\$ 3	\$ -	\$ 18
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 18,405</b>	<b>\$ 3,834</b>	<b>\$ 3,979</b>	<b>\$ 8,418</b>	<b>\$ 7,553</b>	<b>\$ 17,732</b>	<b>\$ 8,535</b>	<b>\$ 18,504</b>	<b>\$ 10,773</b>	<b>\$ 16,497</b>	<b>\$ 20,398</b>	<b>\$ -</b>	<b>\$ 134,628</b>

**Rhodine Road North**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Operations and Maintenance Expenses</u></b>													
<b><u>Field Expenses</u></b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	- \$ 6,875
Landscape Maintenance	\$ 6,471	\$ 6,471	\$ 6,471	\$ 6,471	\$ 6,471	\$ 6,471	\$ 6,471	\$ 6,721	\$ 6,471	\$ 6,471	\$ 6,471	\$ 6,471	- \$ 71,429
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Lake Maintenance	\$ 765	\$ 765	\$ 765	\$ 765	\$ 765	\$ 765	\$ 745	\$ 765	\$ 745	\$ 765	\$ -	\$ -	- \$ 7,610
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 2,467	\$ 4,498	\$ 2,441	\$ 2,418	\$ 2,418	\$ 2,418	\$ 2,418	\$ 2,418	- \$ 19,079
Electric	\$ 2,136	\$ -	\$ (32)	\$ -	\$ 404	\$ 130	\$ 350	\$ 84	\$ 96	\$ 102	\$ 125	\$ -	- \$ 3,394
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,293	\$ -	\$ 678	\$ 99	\$ 113	\$ -	- \$ 9,183
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Contingency	\$ -	\$ 1,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ 1,665
<b><u>Subtotal Field Expenses</u></b>	<b>\$ 9,997</b>	<b>\$ 9,525</b>	<b>\$ 7,829</b>	<b>\$ 7,861</b>	<b>\$ 10,732</b>	<b>\$ 12,489</b>	<b>\$ 18,924</b>	<b>\$ 10,613</b>	<b>\$ 11,033</b>	<b>\$ 10,480</b>	<b>\$ 9,752</b>	<b>\$ -</b>	<b>\$ 119,235</b>
<b><u>Amenity Expenses</u></b>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 497	\$ -	\$ -	- \$ 497
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,205	\$ 1,205	\$ 1,205	\$ 1,205	\$ 1,205	\$ 1,205	\$ -	- \$ 7,227
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
<b><u>Subtotal Amenity Expenses</u></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,205</b>	<b>\$ 1,205</b>	<b>\$ 1,205</b>	<b>\$ 1,205</b>	<b>\$ 1,701</b>	<b>\$ 1,205</b>	<b>\$ -</b>	<b>\$ 7,724</b>
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 9,997</b>	<b>\$ 9,525</b>	<b>\$ 7,829</b>	<b>\$ 7,861</b>	<b>\$ 10,732</b>	<b>\$ 13,694</b>	<b>\$ 20,129</b>	<b>\$ 11,818</b>	<b>\$ 12,238</b>	<b>\$ 12,181</b>	<b>\$ 10,956</b>	<b>\$ -</b>	<b>\$ 126,959</b>
<b>Total Expenditures</b>	<b>\$ 28,401</b>	<b>\$ 13,360</b>	<b>\$ 11,808</b>	<b>\$ 16,279</b>	<b>\$ 18,285</b>	<b>\$ 31,426</b>	<b>\$ 28,664</b>	<b>\$ 30,322</b>	<b>\$ 23,011</b>	<b>\$ 28,678</b>	<b>\$ 31,354</b>	<b>\$ -</b>	<b>\$ 261,587</b>
<b><u>Other Financing Sources/(Uses)</u></b>													
Transfer Out - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>- \$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (24,171)</b>	<b>\$ 102,191</b>	<b>\$ 1,388</b>	<b>\$ 24,753</b>	<b>\$ (1,619)</b>	<b>\$ (8,305)</b>	<b>\$ 59,454</b>	<b>\$ (19,590)</b>	<b>\$ (23,011)</b>	<b>\$ (28,678)</b>	<b>\$ (21,706)</b>	<b>\$ -</b>	<b>\$ 60,706</b>

# 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	\$510,963	
RESERVE FUND BALANCE	\$510,963	
BONDS OUTSTANDING - 06/28/19		\$10,000,000
LESS: SPECIAL CALL - 11/01/20		(\$1,455,000)
LESS: SPECIAL CALL - 2/1/21		(\$25,000)
LESS: SPECIAL CALL - 5/1/21		(\$25,000)
LESS: SPECIAL CALL - 8/1/21		(\$15,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$8,480,000</b>

**Rhodine Road North**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2021**

Gross Assessments	\$	300,750.00	\$	529,200.00	\$	829,950.00
Net Assessments	\$	282,705.00	\$	497,448.00	\$	780,153.00

**ON ROLL ASSESSMENTS**

36.24%	63.76%	100.00%
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Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	2019 Debt		
							O&M Portion	Service	Total
11/16/20	ACH	\$2,001.06	(\$38.42)	(\$80.05)	\$0.00	\$1,882.59	\$682.20	\$1,200.39	\$1,882.59
11/25/20	ACH	\$336,938.08	(\$6,469.21)	(\$13,477.40)	\$0.00	\$316,991.47	\$114,868.59	\$202,122.88	\$316,991.47
12/07/20	ACH	\$10,943.61	(\$210.12)	(\$437.74)	\$0.00	\$10,295.75	\$3,730.88	\$6,564.87	\$10,295.75
12/10/20	ACH	\$27,765.96	(\$533.11)	(\$1,110.61)	\$0.00	\$26,122.24	\$9,465.95	\$16,656.29	\$26,122.24
01/07/21	ACH	\$120,063.60	(\$2,310.82)	(\$4,522.30)	\$0.00	\$113,230.48	\$41,031.47	\$72,199.01	\$113,230.48
02/04/21	ACH	\$0.00	\$0.00	\$0.00	\$13.17	\$13.17	\$4.77	\$8.40	\$13.17
02/05/21	ACH	\$48,086.13	(\$938.33)	(\$1,169.91)	\$0.00	\$45,977.89	\$16,661.06	\$29,316.83	\$45,977.89
03/04/21	ACH	\$34,018.02	(\$673.56)	(\$340.17)	\$0.00	\$33,004.29	\$11,959.81	\$21,044.48	\$33,004.29
04/05/21	ACH	\$248,131.44	(\$4,962.62)	\$0.00	\$0.00	\$243,168.82	\$88,117.38	\$155,051.44	\$243,168.82
05/06/21	ACH	\$2,001.06	(\$41.23)	\$0.00	\$60.03	\$2,019.86	\$731.94	\$1,287.92	\$2,019.86
<b>TOTAL</b>		<b>\$ 829,948.96</b>	<b>\$ (16,177.42)</b>	<b>\$ (21,138.18)</b>	<b>\$ 73.20</b>	<b>\$ 792,706.56</b>	<b>\$ 287,254.05</b>	<b>\$ 505,452.51</b>	<b>\$ 792,706.56</b>

<b>102%</b>	<b>Net Percent Collected</b>
<b>\$ -</b>	<b>Balance Remaining to Collect</b>



## SECTION 3

**Rhodine Road North  
Community Development District**

REVISED

Series 2019 Funding Request # 9  
July 16, 2021

Bill To: Ridgewood LLC

Requisition # Payee

10	Absolute Engineering Inc Invoice #020728 - Platting	\$	1,694.44
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	Bank Maintenance Fees	\$	1,000.00
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<b>Total:</b>		<b>\$</b>	<b>2,694.44</b>
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Please make check payable to:

Rhodine Road North Community Development District  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2019 project which have not previously been paid.

  
Responsible Officer

**Rhodine Road North  
Community Development District**

**Series 2019 Funding Request # 10  
August 11, 2021**

Bill To: Ridgewood LLC

**Requisition # Payee**

<b>11</b>	<b>HUB International Midwest West</b>		
	Invoice # 2376922 - New Business Premium	\$	300.00
	Invoice # 2376942 - New Business Premium	\$	300.00
<b>12</b>	<b>Absolute Engineering, Inc.</b>		
	Invoice # 020759 - Engineering Services for July 2021	\$	235.00

**Total: \$ 835.00**

Please make check payable to:

**Rhodine Road North Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2019 project which have not previously been paid.

  
Responsible Officer

**Rhodine Road North  
Community Development District**

Series 2019 Funding Request # 11  
September 1, 2021

Bill To:        Ridgewood LLC

**Requisition #    Payee**

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13	QGS Development Inc		
	Pay Application # 75794000001 - Period thru 8/31/21	\$	57,280.27

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<b>Total:</b>	<b>\$</b>	<b>57,280.27</b>
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Please make check payable to:

**Rhodine Road North Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2019 project which have not previously been paid.

  
\_\_\_\_\_  
Responsible Officer

**Rhodine Road North  
Community Development District**

**Series 2019 Funding Request # 12  
September 15, 2021**

Bill To: Ridgewood LLC

**Requisition # Payee**

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<b>14</b>	<b>Absolute Engineering Inc</b>		
	Invoice # 020807 - Platting service for Aug 2021	\$	1,509.46

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<b>Total:</b>	<b>\$</b>	<b>1,509.46</b>
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Please make check payable to:

**Rhodine Road North Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2019 project which have not previously been paid.



Responsible Officer