

*Rhodine Road North
Community Development District*

Agenda

September 2, 2020

AGENDA

Rhodine Road North Community Development District

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

August 26, 2020

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

Dear Board Members:

The regular meeting of the Board of Supervisors of **Rhodine Road North Community Development District** will be held **Wednesday, September 2, 2020 at 11:30 AM** via **Zoom Teleconference**.

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

Zoom Video Link: <https://zoom.us/j/94657789464>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 946 5778 9464

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers 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 August 5, 2020 Board of Supervisors Meeting
4. Consideration of Assignment of Amenity Center Contract
5. Consideration of Landscaping Quote to Add Additional Areas to Existing Contract
6. Ratification of Common Area Conveyance Documents
7. Consideration of Engagement Letter from Grau & Associates to Provide Audit Services for Fiscal Year 2020 – **ADDED**
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report

¹ Comments will be limited to three (3) minutes

D. District Manager's Report

- i. Approval of Check Register
- ii. Balance Sheet and Income Statement
- iii. Ratification of Series 2019 Funding Request #4
- iv. Ratification of Summary of Series 2019 Requisitions #128 through #134

9. Other Business

10. Supervisors Requests and Audience Comments

11. Adjournment

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

The third order of business is the approval of the minutes from the August 5, 2020 Board of Supervisors Meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Consideration of Assignment of Amenity Center Contract. A copy of the agreement is enclosed for your review.

The fifth order of business is the Consideration of Landscaping Quote to Add Additional Areas to Exiting Contract. A copy of the quote is enclosed for your review.

The sixth order of business is the Ratification of Common Area Conveyance Documents. A copy of the documents is enclosed for your review.

The seventh order of business is the Consideration of Engagement Letter from Grau & Associates to Provide Audit Services for Fiscal Year 2020. A copy of the letter is enclosed for your review.

The eighth order of business is Staff Reports. Section C is the Field Manager's Report for your review. Section C is the District Manager's Report. Sub-Section 1 includes the approval of the check register. Sub-Section 2 includes the balance sheet and income statement. Sub-Section 3 is the Ratification of Series 2019 Funding Request #4 and Sub-Section 4 includes the Ratification Summary of Series 2019 Requisitions #128 through #134, both are enclosed for your review and ratification.

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

Sincerely,

Jill Burns
District Manager

CC:
Roy Van Wyk, District Counsel
Enclosures

MINUTES

**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, **August 5, 2020** at 11:30 a.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum:

Lauren Schwenk
Matthew Cassidy
Patrick Marone

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Michelle Rigoni
Roy Van Wyk
Heather Wertz
April Payeur
Clayton Smith

District Manager/GMS
District Counsel, HGS
HGS
District Engineer, Greenberg Traurig
Developer's Office
GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order. Three Supervisors were present by phone/zoom teleconference 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 July 1, 2020
Board of Supervisors Meeting**

Ms. Burns asked for any comments, questions, or corrections on the July 1, 2020 meeting minutes. The Board had no changes to the minutes.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Minutes of the July 1, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2021 Budget

Ms. Burns stated this Public Hearing was advertised in the paper and asked for a motion to open the public hearing.

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

i. Consideration of Resolution 2020-10 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds

Ms. Burns stated this is included in the package and the total amount of the final budget is \$340,378. She stated there is a per unit gross assessment of \$750 per lot and a developer contribution of \$57,673. She stated that the developer contribution would only be billed if needed. There are also amenity expenses coming online and some additional field expenses are contemplated as well. Ms. Burns asked for changes, discussion, or questions.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Resolution 2020-10 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds, was approved.

ii. Deficit Funding Agreement

Ms. Burns stated the Deficit Funding Agreement was added that morning and the agenda was recirculated. This agreement is with Ridgewood, LLC and it would be to fund the deficit amount listed on the budget should there be any need for that.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Deficit Funding Agreement, was approved.

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

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns stated the mail notices were sent to all property owners at least 30 days prior to the hearing the advertisement was placed in the paper.

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

i. Consideration of Resolution 2020-11 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated this was included in the package. She stated this is the first time an O&M assessment was being levied for the district. Previously the District was under a Funding Agreement. The gross on roll amount for O&M will be \$750 a month that was just adopted by the Board from the resolution. The on roll debt amount is \$1,176 for the 40' lots and \$1,470 for the 50' lots. Ms. Burns asked for questions. Hearing none, she asked for a motion to approve the resolution.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, Resolution 2020-11 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

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

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2020-12
Designation of Regular Monthly Meeting
Date, Time, and Location for Fiscal Year 2021**

Ms. Burns stated that they left the current meeting schedule the same. The current schedule has the Board meeting the first Wednesday each month at 11:30 a.m. When in person meetings resume, they will be at the Holiday Inn Express & Suites, 2102 N. Park Rd., Plant City, FL 33563.

On MOTION by Mr. Marone, seconded by Ms. Schwenk, with all in favor, Resolution 2020-12 Designating the Regular Monthly Meeting for the First Wednesday of Each Month at 11:30 a.m. at the

Holiday Inn Express & Suites, 2102 N. Park Rd., Plant City, FL 33563, was approved.

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

Ms. Rigoni had nothing further

B. Engineer

Ms. Wertz had nothing further

C. Field Manager's Report

Mr. Smith reviewed the field report and discussed ongoing services and regular visits to the site. Mr. Smith noted that they have been documenting progress and making sure nothing is being damaged and making sure everything that is in place is staying maintained. They have been keeping an eye the fences, monuments, and plantings. The landscape contractor is out doing the pond and banks. He noted right now they are mostly monitoring for any construction damage.

He stated that the mowing contractor had been performing well. He noted the lake contractor submitted a report that he reviewed and he made sure they are on top of invasives and anything like that.

Mr. Cassidy stated that when you first enter from the East entrance straight ahead, he thought the Highland construction crew might be cutting across the lots. He asked Mr. Smith to keep an eye on it and maybe put some barriers up. Mr. Cassidy noted people building probably wouldn't be pleased with them using their lots as short cuts. Mr. Smith noted he would keep an eye on it and set up barriers if necessary to deter them from driving across the lots.

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

Ms. Burns stated this was included in the package. This is approval for the check register June 21st to July 27th and the total is \$554,002.80.

On MOTION by Mr. Marone, seconded by Ms. Schwenk, with all in favor, the Check Register for \$554,002.80 , was approved.
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ii. Balance Sheet and Income Statement

Ms. Burns stated financials are in the package for review but there is no action needed. Ms. Burns asked for any questions, the Board had none.

iii. Ratification of Summary of Series 2019 Requisitions #120 through #127

Ms. Burns noted these have already been approved by the Engineer and the Chair. They just need to be ratified by the board.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Summary of Series 2019 Requisitions #120 through #127, were ratified.

SEVENTH ORDER OF BUSINESS**Other Business**

Ms. Schwenk stated they are going to hold off on Cole right now. They are working on some contract things and hopefully it can get back on the schedule this fall. Ms. Burns stated that there have been a couple of invoices for the Cole parcel sent to their offices. They sent them back since it's not in the District to fund. She noted she wanted to make sure they were being tracked so they could be added back in, that way any eligible expenses can be tracked for reimbursement.

Ms. Rigoni told Ms. Schwenk whenever she was ready to include that into the District to let her know so that they can get a resolution authorized and a Boundary Amendment in it.

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

There being none, next item followed.

NINTH ORDER OF BUSINESS**Adjournment**

The meeting was adjourned.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

ASSIGNMENT OF CONTRACTOR AGREEMENT
RHODINE ROAD NORTH AMENITY CENTER CONSTRUCTION

Assignor: Ridgewood, LLC (“**Assignor**”)
Owner/Assignee: Rhodine Road North Community Development District (“**Assignee**” or “**District**”)
Contractor: Henkelman Construction, Inc. (“**Contractor**”)
Contract: Agreement between Owner and Contractor for Rhodine Road North Amenity Center Construction, dated _____, 2020 (“**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 _____, 2020.

HENKELMAN CONSTRUCTION, INC.

**RHODINE ROAD NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: Ronald R. Henkelman
Title: President

By: _____
Name: Warren K. (Rennie) Heath, II
Title: Chairperson

RIDGEWOOD, LLC, a Florida limited liability
company

By: AtlanticBlue Capital, LLC
Its: Manager

By: _____
Printed Name: John D. Alexander
Title: Manager

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
RHODINE ROAD NORTH AMENITY CENTER CONSTRUCTION**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared John D. Alexander as Manager of AtlanticBlue Capital, LLC, as Manager of Ridgewood, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, John D. Alexander, serve as manager 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 Henkelman Construction, Inc. ("**Contractor**"), dated _____, 2020, 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, arising out of, wholly or in part by, or 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 _____, 2020.

WITNESS:

RIDGEWOOD, LLC a Florida
limited liability company

By: AtlanticBlue Capital, LLC
Its: Manager

[Print Name]

By: John D. Alexander
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC.

[notary seal]

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

Exhibit A Agreement by and between Developer and Henkelman Construction, Inc., dated
_____, 2020
Exhibit B Releases
Exhibit C Performance and Payment Bonds

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
RHODINE ROAD NORTH AMENITY CENTER CONSTRUCTION**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Henkelman Construction, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Ridgewood, LLC and Contractor dated _____, 2020, has been assigned to the 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]

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 _____, 2020.

HENKELMAN CONSTRUCTION, INC.

By: Ronald R. Henkelman
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 _____, 2020, by Ronald R. Henkelman, as President of Henkelman Construction, Inc.

[notary seal]

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

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
RHODINE ROAD NORTH AMENITY CENTER CONSTRUCTION**

1. ASSIGNMENT. This Addendum applies to that certain Agreement between Owner and Contractor for Rhodine Road North Amenity Center Construction, dated _____, 2020 (“**Contract**”) between the Ridgewood, LLC (“**District**”) and Henkelman Construction, Inc. (“**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 ten percent (10%) 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 five percent (5%) 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 bears a reasonable commercial relationship to the Contract and are 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 EAST LIVINGSTON STREET, 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
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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 discriminatory vendor list, 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.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum, executed on this ____ day of _____, 2020, effective as of the date of the Assignment of the Contract.

WITNESS:

HENKELMAN CONSTRUCTION, INC.

[Print Name] _____

By: Ronald R. Henkelman
Its: President

ATTEST:

**RHODINE ROAD NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Warren K. (Rennie) Heath, II
Chairperson, Board of Supervisors

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 _____ (print name of authorized representative). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ (print individual's title) for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's business address is: _____.
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.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Ridgewood, LLC, 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.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.135(5), *Florida Statutes*, Regarding Scrutinized Companies and all of the information provided is true and correct.

Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, as _____ of Henkelman Construction, Inc.

[notary seal]

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

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, _____ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ (print individual's title) for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____.
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 _____, 2020.

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, 2020, by _____, as _____
of Henkelman Construction, Inc.

[notary seal]

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

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:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2020.

Contractor:
HENKELMAN CONSTRUCTION, INC.

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____
_____ day of _____, 2020, by _____, as
_____ of Henkelman Construction, Inc.

[notary seal]

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

**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 ¹	Item Total Cost
Project Total			

Dated this ____ day of _____, 2020.

Subcontractor:

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, as _____ of Henkelman Construction, Inc.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

¹ 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, _____ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ (print individual's title) for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____.
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

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, as _____ of Henkelman Construction, Inc.

[notary seal]

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

SECTION V

If you have any questions about this invoice, please contact
Cardinal Landscaping Services of Tampa, Inc.

SECTION VI

PREPARED BY AND RETURN TO:

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

**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR DEED**

STATE OF FLORIDA

COUNTY OF Polk

I, John D. Alexander ("Affiant"), on being duly sworn, state:

1. I am the Manager of AtlanticBlue Capital, LLC, a Florida limited liability company, Manager of Ridgewood, LLC, a Florida limited liability company, with a mailing address of 2300 North Scenic Highway, ML 50, Lake Wales, Florida 33898 (together, the "Company").

2. The management of the Company is vested in Affiant.

3. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise. The Company has never been a debtor in a bankruptcy proceeding.

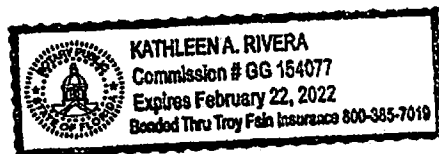
4. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit "A" (the "Property") or any interests therein.

5. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.

6. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Rhodine Road North Community Development District (the "District") for the purpose of acquiring the Property and specifically consent to such reliance by the District.

[Signature]
Affiant

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of July, 2020, by John D. Alexander, as Manager for Manager for AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC.



[notary seal]

Kathleen A. Rivera
(Official Notary Signature)

Name: Kathleen A. Rivera
Personally Known ☒
OR Produced Identification ☐
Type of Identification

Exhibit A
LEGAL DESCRIPTION

Tracts A, B, C, D, E, F, G, H, J and K of RIDGEWOOD, according to the plat thereof as recorded in Plat Book 137, Pages 149-164, inclusive, of the Public Records of Hillsborough County, Florida;

Together with:

Tracts A, B and C of RIDGEWOOD WEST, according to the plat thereof as recorded in Plat Book 138, Pages 9-14, inclusive, of the Public Records of Hillsborough County, Florida.

Prepared by and return to:
Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT

MORTGAGOR: RIDGEWOOD, LLC, a Florida limited liability company

MORTGAGEE: D.R. HORTON, INC., a Delaware corporation

This Partial Release of Mortgage and Security Agreement ("Partial Release") executed and given this day and year set forth below by the undersigned, who is the owner and holder of the mortgage and promissory note secured thereby.

RECITALS:

A. Ridgewood, LLC, a Florida limited liability company (herein referred to as the "Mortgagor"), by a Mortgage and Security Agreement, dated July 11, 2019, and recorded in Official Records Book 26834, Page 1138, of the Public Records of Hillsborough County, Florida (hereinafter, the "Mortgage") granted to D.R. Horton, Inc., a Delaware corporation (herein referred to as the "Mortgagee"), and its successors and assigns, a lien and security interest in and to the real and personal property (herein "Mortgaged Premises") therein more particularly described.

B. The Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of said Mortgage.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Mortgagee hereby agrees and directs as follows:

- (1) The above Recitals are true and correct and are incorporated herein by reference.
- (2) That certain portion of the Mortgaged Premises encumbered by said Mortgage, more particularly described below (herein "Released Property") is hereby released, exonerated and discharged from the lien and operation of said Mortgage:

See Exhibit A attached hereto and incorporated by reference.

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Mortgage.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this 31st day of July, 2020.

D.R. HORTON, INC., a Delaware corporation

Kim Nolle
Printed Name: Kim Nolle
Witness

By: P. Romanowski
Print Name: Paul Romanowski
As its: Vice President

Michelle Faro
Printed Name: Michelle Faro
Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence ~~or~~ ☐ online notarization, this 30th day of July, 2020, by Paul Romanowski, as Vice President of D.R. Horton, Inc., a Delaware corporation.



[notary seal]

Michelle Faro
(Official Notary Signature)
Name: Michelle Faro
Personally Known ☒
OR Produced Identification NA
Type of Identification NA

Exhibit A

Tracts A, B, C, D, E, F, G, H, J and K of RIDGEWOOD, according to the plat thereof as recorded in Plat Book 137, Pages 149-164, inclusive, of the Public Records of Hillsborough County, Florida;

PREPARED BY AND RETURN TO:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 29 day of July, 2020, by **RIDGEWOOD, LLC**, a Florida limited liability company, with a mailing address of 2300 North Scenic Highway, ML 50, Lake Wales, Florida 33898 (hereinafter called the "Grantor"), in favor of **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "Grantee").

[Wherever used herein, the terms "Grantor" and "Grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all of the right, title, interest, claim and demand which the Grantor has, if any, in and to the following described parcel of land, situate, lying and being in the County of Hillsborough, State of Florida, to-wit:

Tracts A, B, C, D, E, F, G, H, J and K of RIDGEWOOD, according to the plat thereof as recorded in Plat Book 137, Pages 149-164, inclusive, of the Public Records of Hillsborough County, Florida;

Together with:

Tracts A, B and C of RIDGEWOOD WEST, according to the plat thereof as recorded in Plat Book 138, Pages 9-14, inclusive, of the Public Records of Hillsborough County, Florida.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

Grantor represents that Grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses:

RIDGEWOOD, LLC, a Florida limited
liability company

By: AtlanticBlue Capital, LLC
Its: Manager

Kathleen A Rivera

Name: Kathleen A. Rivera

John D. Alexander

By: John D. Alexander
Its: Manager

Kelly Miller

Name: Kelly Miller

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, this 15 day of July, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC.

Kathleen A Rivera
(Official Notary Signature)

Name: Kathleen A. Rivera

Personally Known ☒

OR Produced Identification ☐

Type of Identification



ACCEPTANCE BY GRANTEE

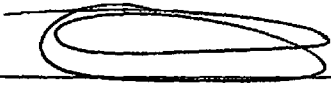
By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.


Dated this 29 day of July, 2020.

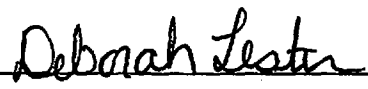
Signed, sealed and delivered
in the presence of:

Witnesses:

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

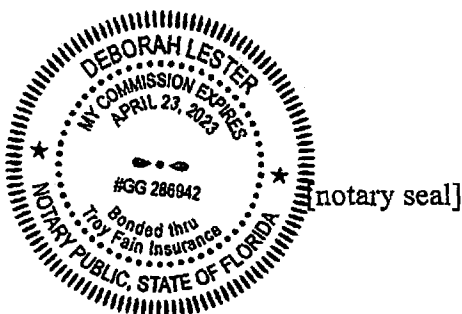

Name: Richard E. Straughn

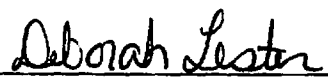

Warren K. "Rennie" Heath, II
Chairperson, Board of Supervisors


Name: Deborah Lester

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of July, 2020, by Warren K. "Rennie" Heath, II, as Chairperson of the Board of Supervisors for the Rhodine Road North Community Development District.




(Official Notary Signature)
Name: Deborah Lester
Personally Known
OR Produced Identification
Type of Identification

AFFIDAVIT OF NON-FOREIGN STATUS
(FIRPTA)

STATE OF FLORIDA
COUNTY OF Dolk

Before me, the undersigned authority, this day personally appeared John D. Alexander ("Affiant"), who being first duly sworn, says:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person;

2. That Affiant is Manager of AtlanticBlue Capital, LLC, a Florida limited liability, Manager for Ridgewood, LLC (the "Seller"), which Seller may be the owner of a United States real property interest of said property more particularly described in the attached **Exhibit A** (the "Property").

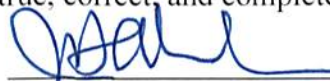
3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller's address and United States taxpayer identifying number are as follows:

2300 North Scenic Highway, ML 50, Lake Wales, Florida 33898
Tax ID No.: 32-0601893

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.



Print Name: John D. Alexander

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 15 day of July, 2020 by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC.



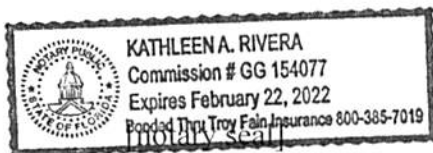
(Official Notary Signature)

Name: Kathleen A. Rivera

Personally Known ☒

OR Produced Identification ☐

Type of Identification ☐



UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

Case No. 1:00-cv-00001

FILED

IN RE: [Illegible Name], Defendant.

[Illegible text block]

[Illegible text block]

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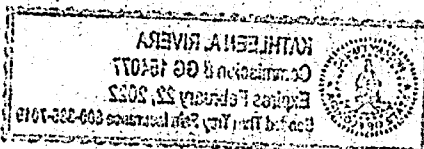
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KATHLEEN RIVERA
Commissioner of the Superior Court
Expires February 22, 2025
For the District of Columbia
602-332-1010

Exhibit A

Property

Tracts A, B, C, D, E, F, G, H, J and K of RIDGEWOOD, according to the plat thereof as recorded in Plat Book 137, Pages 149-164, inclusive, of the Public Records of Hillsborough County, Florida;

Together with:

Tracts A, B and C of RIDGEWOOD WEST, according to the plat thereof as recorded in Plat Book 138, Pages 9-14, inclusive, of the Public Records of Hillsborough County, Florida.

OWNER'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF Polk)

BEFORE ME, the undersigned authority, personally appeared John D. Alexander (“Affiant”) as Manager of AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC, a Florida limited liability company, with a mailing address of 2300 North Scenic Highway, ML 50, Lake Wales, Florida 33898, who after first being duly sworn deposes and states as follows:

That Affiant knows of his own knowledge that Ridgewood, LLC ("Owner") which is the owner of the fee simple title in and to certain lands located in Hillsborough County, Florida described as follows:

Tracts A, B, C, D, E, F, G, H, J and K of RIDGEWOOD, according to the plat thereof as recorded in Plat Book 137, Pages 149-164, inclusive, of the Public Records of Hillsborough County, Florida;

Together with:

Tracts A, B and C of RIDGEWOOD WEST, according to the plat thereof as recorded in Plat Book 138, Pages 9-14, inclusive, of the Public Records of Hillsborough County, Florida.

That the above described land together with all improvements thereon ("Property") is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely.

That there are no mechanic's or materialman's or laborer's liens against the above described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

That within the past ninety (90) days, the Owner has not made any improvements, alterations or repairs to the above described Property for which costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same at the instance of the Owner which remain unpaid.

That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.

Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

DATED: July 15, 2020

Signed, sealed and delivered
in the presence of:

Witnesses:

RIDGEWOOD, LLC, a Florida limited liability
company

By: AtlanticBlue Capital, LLC
Its: Manager

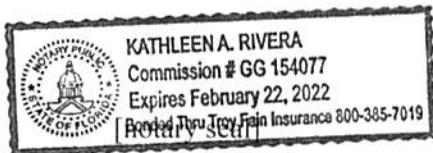
Kathleen A Rivera
Name: Kathleen A. Rivera

John D. Alexander
By: John D. Alexander
Its: Manager

Kelly Miller
Name: Kelly Miller

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 15 day of July, 2020, by John D. Alexander, as Manager for
AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC.



Kathleen A Rivera
(Official Notary Signature)
Name: Kathleen A. Rivera
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **RIDGEWOOD, LLC**, a Florida limited liability company, whose mailing address is 2300 North Scenic Highway, ML 50, Lake Wales, Florida 33898 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

See Exhibit A Attached.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 15 day of July, 2020.

Signed, sealed and delivered
in the presence of:

Witnesses:

RIDGEWOOD, LLC, a Florida limited
liability company

By: AtlanticBlue Capital, LLC

Its: Manager

Kathleen A. Rivera

Name: Kathleen A. Rivera

John D. Alexander

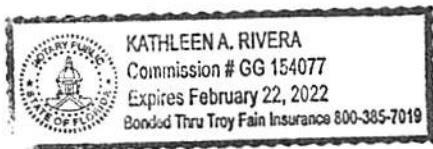
By: John D. Alexander
Its: Manager

Kelly Miller

Name: Kelly Miller

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, this 15 day of July, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC.



[notary seal]

Kathleen A. Rivera

(Official Notary Signature)
Kathleen A. Rivera

Name: _____

Personally Known ☒ _____

OR Produced Identification _____

Type of Identification _____

For the purpose of this document, the following definitions shall apply:

[Handwritten signature]

Kathleen A. Rivera

Kelly Miller

[Handwritten signature]
Kathleen A. Rivera

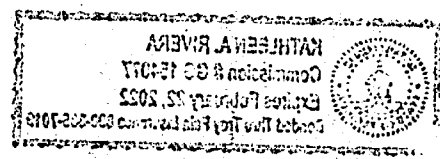


Exhibit A

Tracts A, B, C, D, E, F, G, H, J and K of RIDGEWOOD, according to the plat thereof as recorded in Plat Book 137, Pages 149-164, inclusive, of the Public Records of Hillsborough County, Florida;

Together with:

Tracts A, B and C of RIDGEWOOD WEST, according to the plat thereof as recorded in Plat Book 138, Pages 9-14, inclusive, of the Public Records of Hillsborough County, Florida.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **RIDGEWOOD, LLC**, a Florida limited liability company, whose mailing address is 2300 North Scenic Highway, ML 50, Lake Wales, Florida 33898 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

See Exhibit A Attached.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 15 day of July, 2020.

Signed, sealed and delivered
in the presence of:

Witnesses:

RIDGEWOOD, LLC, a Florida limited
liability company

By: AtlanticBlue Capital, LLC

Its: Manager

Kathleen A. Rivera

Name: Kathleen A. Rivera

John D. Alexander

By: John D. Alexander
Its: Manager

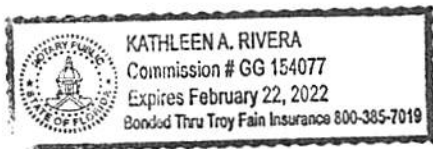
Kelly Miller

Name: Kelly Miller

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, this 15 day of July, 2020, by John D. Alexander, as Manager for AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC.



[notary seal]

Kathleen A. Rivera

(Official Notary Signature)
Kathleen A. Rivera

Name: _____

Personally Known ☒

OR Produced Identification _____

Type of Identification _____

For the purpose of this document, the following definitions shall apply:

[Handwritten signature]

Kathleen A. Rivera

Kelly Miller

[Handwritten signature]
Kathleen A. Rivera

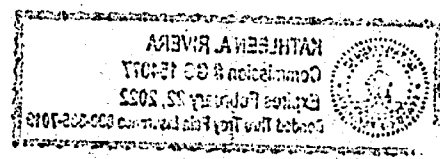


Exhibit A

Tracts A, B, C, D, E, F, G, H, J and K of RIDGEWOOD, according to the plat thereof as recorded in Plat Book 137, Pages 149-164, inclusive, of the Public Records of Hillsborough County, Florida;

Together with:

Tracts A, B and C of RIDGEWOOD WEST, according to the plat thereof as recorded in Plat Book 138, Pages 9-14, inclusive, of the Public Records of Hillsborough County, Florida.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**NOTICE OF TERMINATION
OF NOTICE OF COMMENCEMENT**

STATE OF FLORIDA

COUNTY OF Polk

The undersigned as fee simple Owner, pursuant to Section 713.132, Florida Statutes, terminates the period of effectiveness of that certain Notice of Commencement recorded June 9, 2020 in the Public Records of Hillsborough County, Florida, as Instrument No. 2020232171, and the undersigned further states that the improvements made, being made or to be made pursuant to the aforesaid Notice of Commencement have been completed or have ceased prior to completion, and in accordance with Section 713.132(1)(a), Florida Statutes, the following information is provided in this Notice of Termination:

1. Description of Property:

See Instrument # 2020232171

2. General description of improvements:

New electrical service for Well

3. Owner Information:

a. Ridgewood, LLC
2300 N. Scenic Hwy, ML 50
Lake Wales, FL 33898

b. Interest in property: Development

c. Name and address of fee simple title holder (if other than Owner):

N/A

4. Contractor:

Peacock Family Corp d/b/a Latner Electric Company
PO Box 290
Wimauma, FL 33598

5. Surety:
 - a. Name and address: N/A
 - b. Amount of bond: N/A
6. Lender:

N/A
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes: None.
8. Person in addition to Owner designated to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes: None.
9. This Notice of Termination is effective immediately upon this Notice of Termination being recorded in the public records of Hillsborough County, Florida.
10. All lienors under the above-referenced Notice of Commencement have been paid in full.
11. The Owner has, before recordation hereof, served a copy of this Notice of Termination on the Contractor and on each person or entity giving notice to Owner.
12. The Owner has provided an Affidavit given by Peacock Family Corp d/b/a Latner Electric Company dated July 20, 2020 evidencing that all lienors have been paid in full, attached hereto as **Exhibit A**.

[Signature page follows]

Executed on this 15 day of July, 2020.

Signed, sealed and delivered
in the presence of:

Witnesses:

RIDGEWOOD, LLC, a Florida limited
liability company

By: AtlanticBlue Capital, LLC
Its: Manager

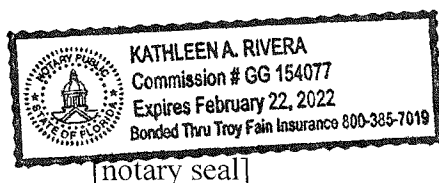
Kathleen A Rivera
Name: Kathleen A. Rivera

John D. Alexander
By: John D. Alexander
Its: Manager

Kelly Miller
Name: Kelly Miller

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
online notarization, this 15 day of July, 2020, by John D. Alexander, as
Manager for AtlanticBlue Capital, LLC, Manager for Ridgewood, LLC.



Kathleen A Rivera
(Official Notary Signature)
Name: Kathleen A. Rivera
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Contractor's Final Payment Affidavit

BEFORE ME, the undersigned authority, personally appeared Matthew J. Peacock ("Affiant"), who, after being first duly sworn, deposes and says of his/her personal knowledge the following:

1. Affiant is the ^{President}~~Manager~~ of PEACOCK FAMILY CORP D/B/A LATNER ELECTRIC COMPANY, which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with RIDGEWOOD, LLC, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with Section 713.06, Florida Statutes, for the purposes of obtaining final payment from the Owner in the amount of \$ 6,000.00.
4. All work to be performed under the contract has been fully performed and completed as of the 20 day of July, 2020, and all lienors under the direct contract have been paid in full.

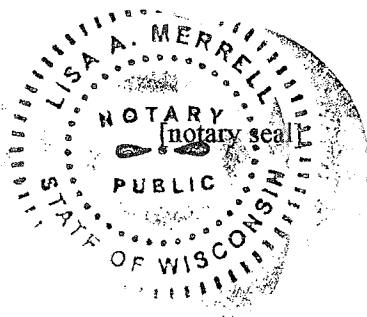
Signed, sealed and delivered this 20 day of July, 2020.

PEACOCK FAMILY CORP D/B/A LATNER ELECTRIC
COMPANY

Matthew J. Peacock
By: Matthew J. Peacock
Its: ~~Manager~~ President

STATE OF Wisconsin
COUNTY OF Chippewa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of July, 2020, by Matthew J. Peacock, as Manager for Peacock Family Corp d/b/a Latner Electric Company.



Lisa A. Merrell
(Official Notary Signature)
Name: Lisa A. Merrell
Personally Known X
OR Produced Identification _____
Type of Identification _____

PREPARED BY AND RETURN TO:

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

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is executed as of this 29 day of July, 2020, by **RIDGEWOOD HOMEOWNERS ASSOCIATION OF HILLSBOROUGH COUNTY, INC.**, a Florida not-for-profit corporation, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 (hereinafter called the "Grantor"), in favor of **RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "Grantee").

[Wherever used herein, the terms "Grantor" and "Grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all of the right, title, interest, claim and demand which the Grantor has, if any, in and to the following described parcel of land, situate, lying and being in the County of Hillsborough, State of Florida, to-wit¹:

Tracts A, B, C, D, E, F, G, H, J and K of RIDGEWOOD, according to the plat thereof as recorded in Plat Book 137, Pages 149-164, inclusive, of the Public Records of Hillsborough County, Florida;

Together with:

Tracts A, B and C of RIDGEWOOD WEST, according to the plat thereof as recorded in Plat Book 138, Pages 9-14, inclusive, of the Public Records of Hillsborough County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien,

¹ The purpose of this deed is to clarify and eliminate any question of title resulting from the dedication on that certain "Wynnmere West Phases 2 & 3" plat recorded in Plat Book 126, Pages 160-171, inclusive, of the Public Records of Hillsborough County, Florida

equity and claim whatsoever of the Grantor, either in law or equity, if any, to the only proper use, benefit and behalf of the Grantee forever.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses:

Deborah Lester

Name: Deborah Lester

Kathleen A Rivera

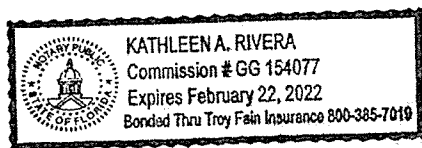
Name: Kathleen A. Rivera

**RIDGEWOOD HOMEOWNERS
ASSOCIATION OF HILLSBOROUGH
COUNTY, INC.**, a Florida not-for-profit
corporation

Andrew Rhinehart
By: Andrew Rhinehart
Its: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of July, 2020, by Andrew Rhinehart, as President of Ridgewood Homeowners Association of Hillsborough County, Inc.



[notary seal]

Kathleen A Rivera

(Official Notary Signature)

Name: Kathleen A. Rivera

Personally Known ☒

OR Produced Identification ☐

Type of Identification _____

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
www.graucpa.com

August 24, 2020

Board of Supervisors
Rhodine Road North Community Development District
c/o GMS, 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, 2020. 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, 2020. 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 2020 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.

Our fee for these services will not exceed \$4,400 for the September 30, 2020 audit 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 consent, 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



Antonio J. Grau

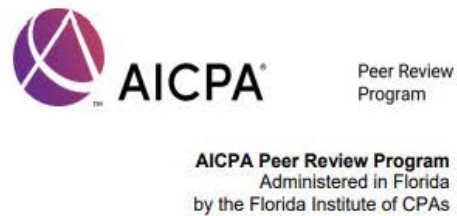
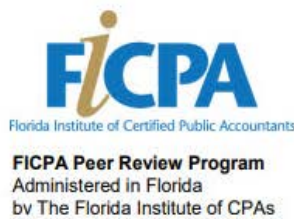
RESPONSE:

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

SECTION C

Rhodine Road North CDD Field Management Report

Additional Mowing Completed

- ✚ Bush hogged areas between home lots and pond bank.
- ✚ Area to be maintained going forward.
- ✚ Obtaining quotes for additional areas along fence to be bush hogged.



New Contract Areas



- ✚ Reviewed new areas expected to be conveyed to the CDD.
- ✚ Obtained proposal for landscape contract addendum for new areas.
- ✚ Includes ponds, front entrance, and drainage swales.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION D

SECTION 1

Rhodine Road North

Community Development District

Summary of Checks

July 28, 2020 to August 24, 2020

Bank	Date	Check No.'s	Amount	
General Fund	7/30/20	93-103	\$	16,731.84
	8/17/20	104-105	\$	7,151.00
			\$	23,882.84
			\$	23,882.84

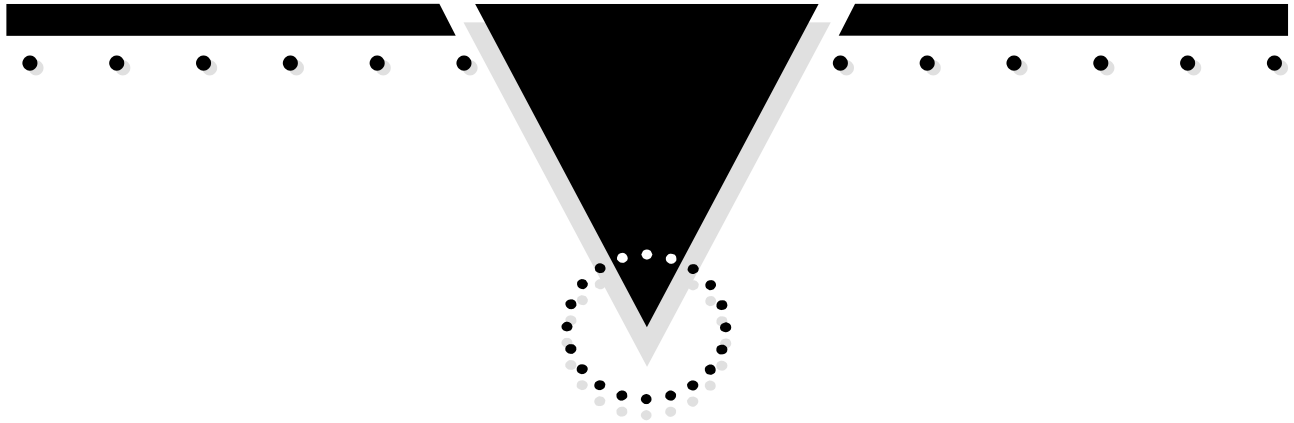
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/30/20	00005	7/01/20 AR070120	202007 310-51300-11000	SUPERVISOR FEE 07/01/2020	*	200.00	
				ANDREW RHINEHART			200.00 000093
7/30/20	00014	7/02/20 020277	202005 310-51300-31100	ENGINEER SERVC MAY 2020	*	470.00	
				ABSOLUTE ENGINEERING, INC.			470.00 000094
7/30/20	00018	8/01/20 2	202006 310-51300-31300	AMOR SERIES2019 8//1/20	*	500.00	
				DISCLOUSURE SERVICES LLC			500.00 000095
7/30/20	00016	5/11/20 19634	202005 310-51300-32200	AUDIT FYE 09/30/2019	*	3,000.00	
				GRAU AND ASSOCIATES			3,000.00 000096
7/30/20	00010	6/01/20 30	202006 310-51300-34000	MANANGEMENT FEES 06/20	*	2,916.67	
		6/01/20 30	202006 310-51300-35100	INFORMATION TECH 06/20	*	75.00	
		6/01/20 30	202006 310-51300-31300	DISSEMINATION AGNT 06/20	*	416.67	
		6/01/20 30	202006 310-51300-51000	OFFICE SUPPLIES	*	2.71	
		6/01/20 30	202006 310-51300-42000	POSTAGE	*	28.95	
		6/01/20 30	202006 310-51300-42500	COPIES	*	1.20	
		6/01/20 30	202006 310-51300-49000	HOLIDAY INN EXPRESS	*	155.00	
				GOVERNMENTAL MANAGEMENT SERVICES			3,596.20 000097
7/30/20	00020	7/27/20 07272020	202007 300-20700-10200	REIM HIGH SUMMER OVER/FUN	*	4,777.01	
				HIGHLAND SUMMER, LLC			4,777.01 000098
7/30/20	00001	5/22/20 114879	202004 310-51300-31500	GEN/MON MEET RRNCDD01 RVW	*	1,173.50	
		6/19/20 115384	202005 310-51300-31500	GEN/CONFER/REVIEW/ATTEND	*	2,389.86	
				HOPPING GREEN & SAMS			3,563.36 000099
7/30/20	00003	7/01/20 RH070120	202007 310-51300-11000	SUPERVISOR FEE 07/01/2020	*	200.00	
				LAUREN SCHWENK			200.00 000100

RRNC RHODINE ROAD N IAGUILAR

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/30/20	00013	7/01/20 MC070120	202007 310-51300-11000	SUPERVISOR FEE 07/01/2020	*	200.00	
				MATTHEW CASSIDY			200.00 000101
7/30/20	00004	7/01/20 PM070120	202007 310-51300-11000	SUPERVISOR FEE 07/01/2020	*	200.00	
				PATRICK MARONE			200.00 000102
7/30/20	00015	7/20/20 22100782	202007 320-53800-43000	11630RHODINE RD	*	25.27	
				TECO TAMPA ELECTRIC			25.27 000103
8/17/20	00010	7/01/20 32	202007 320-53800-12000	FIELD MANAGEMENT JULY/20	*	625.00	
				GOVERNMENTAL MANAGEMENT SERVICES			625.00 000104
8/17/20	00008	7/15/20 00000951	202007 310-51300-48000	NOT OF BUDGET/ASS07/15/20	*	3,264.00	
		7/22/20 00000951	202007 310-51300-48000	NOT OF BUDGET 07/22/20	*	3,262.00	
				TIMES PUBLISHING COMPANY			6,526.00 000105
TOTAL FOR BANK A						23,882.84	
TOTAL FOR REGISTER						23,882.84	

RRNC RHODINE ROAD N IAGUILAR

SECTION 2



RHODINE ROAD NORTH

Community Development District

Unaudited Financial Reporting

July 31, 2020



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Fund Income Statement</u>
4	<u>Capital Projects Fund Income Statement</u>
5-6	<u>Month to Month</u>
7	<u>Developer Contribution Schedule</u>
8	<u>Long Term Debt Report</u>
9-11	<u>Series 2019 Construction Schedule</u>

RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
July 31, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Totals FY20
<u>ASSETS:</u>				
<u>CASH</u>				
OPERATING ACCOUNT	\$8,530	---	---	\$8,530
<u>SERIES 2019</u>				
RESERVE	---	\$604,119	---	\$604,119
REVENUE	---	\$33,980	---	\$33,980
INTEREST	---	\$3,502	---	\$3,502
PREPAYMENT	---	\$295,895	---	\$295,895
DUE FROM DEVELOPER	---	---	\$918,483	\$918,483
TOTAL ASSETS	<u>\$8,530</u>	<u>\$937,496</u>	<u>\$918,483</u>	<u>\$1,864,509</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$18,023	---	---	\$18,023
RETAINAGE PAYABLE	---	---	\$149,016	\$149,016
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	(\$9,493)	---	---	(\$9,493)
RESERVED FOR DEBT SERVICE	---	\$937,496	---	\$937,496
RESERVED FOR CAPITAL PROJECTS	---	---	\$769,467	\$769,467
TOTAL LIABILITIES & FUND EQUITY	<u>\$8,530</u>	<u>\$937,496</u>	<u>\$918,483</u>	<u>\$1,864,509</u>

RHODINE ROAD NORTH

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/20	ACTUAL THRU 07/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$225,562	\$60,000	\$60,000	\$0
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$1,585	\$1,585
TOTAL REVENUES	\$225,562	\$60,000	\$61,585	\$1,585
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$10,000	\$4,200	\$5,800
ENGINEERING	\$20,000	\$16,667	\$1,478	\$15,188
ATTORNEY	\$25,000	\$20,833	\$11,479	\$9,355
ANNUAL AUDIT	\$3,000	\$3,000	\$4,300	(\$1,300)
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0
ARBITRAGE	\$650	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$4,167	\$4,667	(\$500)
TRUSTEE FEES	\$3,500	\$0	\$0	\$0
MANAGEMENT FEES	\$35,000	\$29,167	\$29,167	(\$0)
INFORMATION TECHNOLOGY	\$2,350	\$1,958	\$750	\$1,208
TELEPHONE	\$250	\$208	\$10	\$198
POSTAGE & DELIVERY	\$850	\$708	\$112	\$596
INSURANCE	\$5,500	\$5,500	\$5,125	\$375
PRINTING & BINDING	\$850	\$708	\$296	\$413
LEGAL ADVERTISING	\$10,000	\$10,000	\$13,758	(\$3,758)
OTHER CURRENT CHARGES	\$2,500	\$2,083	\$1,363	\$720
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$1,585	(\$1,585)
OFFICE SUPPLIES	\$500	\$417	\$16	\$400
TRAVEL PER DIEM	\$550	\$458	\$0	\$458
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$132,675	\$106,050	\$78,480	\$27,570
<u>OPERATIONS & MAINTENANCE:</u>				
PROPERTY INSURANCE	\$5,000	\$5,000	\$0	\$5,000
FIELD MANAGEMENT	\$0	\$0	\$625	(\$625)
LANDSCAPE MAINTENANCE	\$39,200	\$32,667	\$5,000	\$27,667
LANDSCAPE REPLACEMENT	\$7,500	\$6,250	\$0	\$6,250
FERTILIZATION	\$8,000	\$6,667	\$0	\$6,667
PEST CONTROL	\$120	\$100	\$0	\$100
JANITORIAL SERVICE	\$800	\$667	\$0	\$667
POOL MAINTENANCE	\$2,667	\$2,222	\$0	\$2,222
ELECTRIC	\$0	\$0	\$358	(\$358)
AMENITY - ELECTRIC	\$2,000	\$1,667	\$0	\$1,667
AMENITY - WATER	\$600	\$500	\$0	\$500
STREETLIGHTS	\$10,000	\$8,333	\$0	\$8,333
GENERAL REPAIRS & MAINTENANCE	\$2,000	\$1,667	\$0	\$1,667
CONTINGENCY	\$15,000	\$12,500	\$0	\$12,500
TOTAL OPERATIONS & MAINTENANCE:	\$92,887	\$78,239	\$5,983	\$72,256
TOTAL EXPENDITURES	\$225,562	\$184,289	\$84,464	\$99,825
EXCESS REVENUES (EXPENDITURES)	\$0		(\$22,879)	
FUND BALANCE - BEGINNING	\$0		\$13,386	
FUND BALANCE - ENDING	\$0		(\$9,493)	

RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/20	ACTUAL THRU 07/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS	\$224,250	\$0	\$0	\$0
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$9,069	\$9,069
PREPAYMENTS	\$0	\$0	\$76,823	\$76,823
INTEREST	\$0	\$0	\$6,472	\$6,472
TOTAL REVENUES	\$224,250	\$0	\$92,364	\$92,364
<u>EXPENDITURES:</u>				
INTEREST PAYMENT - 11/1	\$153,238	\$153,238	\$153,238	(\$0)
INTEREST PAYMENT - 5/1	\$224,250	\$224,250	\$224,250	\$0
TOTAL EXPENDITURES	\$377,488	\$377,488	\$377,488	(\$0)
<u>OTHER FINANCING SOURCES:</u>				
TRANSFER IN (OUT)	\$0	\$0	\$223,681	\$223,681
TOTAL OTHER FINANCING SOURCES (USES):	\$0	\$0	\$223,681	\$223,681
EXCESS REVENUES (EXPENDITURES)	(\$153,238)		(\$61,442)	
FUND BALANCE - BEGINNING	\$377,949		\$998,938	
FUND BALANCE - ENDING	\$224,712		\$937,496	

RHODINE ROAD NORTH

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/20	ACTUAL THRU 07/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$1,920,235	\$1,920,235
INTEREST	\$0	\$0	\$34,156	\$34,156
TOTAL REVENUES	\$0	\$0	\$1,954,391	\$1,954,391
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$6,425,132	(\$6,425,132)
TOTAL EXPENDITURES	\$0	\$0	\$6,425,132	(\$6,425,132)
<u>OTHER FINANCING SOURCES:</u>				
TRANSFER IN (OUT)	\$0	\$0	(\$223,681)	(\$223,681)
TOTAL OTHER FINANCING SOURCES (USES):	\$0	\$0	(\$223,681)	(\$223,681)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$4,694,422)	
FUND BALANCE - BEGINNING	\$0		\$5,463,889	
FUND BALANCE - ENDING	\$0		\$769,467	

RHODINE ROAD NORTH

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>REVENUES:</u>													
DEVELOPER CONTRIBUTIONS	\$0	\$20,000	\$4,777	\$0	\$20,000	\$0	\$0	\$0	\$15,223	\$0	\$0	\$0	\$60,000
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$546	\$0	\$0	\$0	\$1,039	\$0	\$0	\$0	\$1,585
TOTAL REVENUES	\$0	\$20,000	\$4,777	\$0	\$20,546	\$0	\$0	\$0	\$16,261	\$0	\$0	\$0	\$61,585
<u>EXPENDITURES:</u>													
<u>ADMINISTRATIVE:</u>													
SUPERVISORS FEES	\$800	\$800	\$0	\$0	\$800	\$0	\$0	\$1,000	\$0	\$800	\$0	\$0	\$4,200
ENGINEERING	\$538	\$118	\$0	\$0	\$118	\$0	\$0	\$588	\$0	\$118	\$0	\$0	\$1,478
ATTORNEY	\$3,659	\$1,760	\$565	\$784	\$0	\$1,147	\$1,174	\$2,390	\$0	\$0	\$0	\$0	\$11,479
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$1,300	\$0	\$0	\$0	\$4,300
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$917	\$417	\$0	\$0	\$4,667
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$29,167
INFORMATION TECHNOLOGY	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$0	\$0	\$750
TELEPHONE	\$3	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10
POSTAGE & DELIVERY	\$22	\$18	\$12	\$5	\$6	\$13	\$2	\$2	\$29	\$5	\$0	\$0	\$112
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
PRINTING & BINDING	\$86	\$84	\$48	\$0	\$20	\$55	\$1	\$0	\$1	\$0	\$0	\$0	\$296
LEGAL ADVERTISING	\$5,177	\$249	\$219	\$497	\$0	\$419	\$84	\$0	\$589	\$6,526	\$0	\$0	\$13,758
OTHER CURRENT CHARGES	\$166	\$155	\$155	\$191	\$218	\$168	\$155	\$0	\$155	\$0	\$0	\$0	\$1,363
BOUNDARY AMENDMENT EXPENSES	\$0	\$391	\$29	\$126	\$0	\$1,039	\$0	\$0	\$0	\$0	\$0	\$0	\$1,585
OFFICE SUPPLIES	\$4	\$3	\$0	\$0	\$0	\$3	\$0	\$0	\$3	\$3	\$0	\$0	\$16
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE	\$19,164	\$6,992	\$4,436	\$5,011	\$4,571	\$6,252	\$4,823	\$10,388	\$5,985	\$10,859	\$0	\$0	\$78,480

RHODINE ROAD NORTH

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
OPERATIONS & MAINTENANCE:													
PROPERTY INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FIELD MANAGEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625	\$0	\$0	\$625
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$5,000
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FERTILIZATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$281	\$26	\$26	\$25	\$0	\$0	\$358
AMENITY - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AMENITY - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STREETLIGHTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATIONS & MAINTENANCE:	\$0	\$0	\$0	\$0	\$0	\$0	\$281	\$26	\$5,026	\$650	\$0	\$0	\$5,983
TOTAL EXPENDITURES	\$19,164	\$6,992	\$4,436	\$5,011	\$4,571	\$6,252	\$5,104	\$10,414	\$11,011	\$11,510	\$0	\$0	\$84,464
EXCESS REVENUES/(EXPENDITURES)	(\$19,164)	\$13,008	\$341	(\$5,011)	\$15,976	(\$6,252)	(\$5,104)	(\$10,414)	\$5,251	(\$11,510)	\$0	\$0	(\$22,879)

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

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY19)	General Fund Portion (FY20)	Over and (short) Balance Due
1	12/12/18	5/1/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
2	3/20/19	5/1/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
3	5/15/19	9/9/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
4	8/27/19	9/9/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
5	9/25/19	10/15/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
BA1-1	9/25/19	10/15/19	\$ 18,853.69	\$ 18,853.69	\$ 18,853.69	\$ -	\$ -
BA2-1	9/25/19	10/15/19	\$ 4,777.01	\$ 4,777.01	\$ 4,777.01	\$ -	\$ -
BA2-2	11/5/19	12/24/19	\$ 2,380.00	\$ 2,380.00	\$ 2,380.00	\$ -	\$ -
FY20							
1	11/5/19	11/19/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
2	2/26/20	3/10/20	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
BA2-3	2/28/20	3/17/20	\$ 546.20	\$ 546.20	\$ -	\$ 546.20	\$ -
BA2-4	6/19/20	7/10/20	\$ 1,038.50	\$ 1,038.50	\$ -	\$ 1,038.50	\$ -
3	6/19/20	7/10/20	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
Due from Developer			\$ 187,595.40	\$ 187,595.40	\$ 126,010.70	\$ 61,584.70	\$ -

Total Developer Contributions FY20

\$ 60,000.00

Total Boundary Amendment Contributions FY20

\$ 1,584.70

Total Contributions FY20

\$ 61,584.70

RHODINE ROAD NORTH
Community Development District
LONG TERM DEBT REPORT

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	3.500%, 4.000%, 4.500%, 4.750%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$618,188	
RESERVE FUND BALANCE	\$604,119	
BONDS OUTSTANDING - 06/28/19		\$10,000,000
CURRENT BONDS OUTSTANDING		\$10,000,000

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
7/25/19	1	QGS Development, Inc.	Pay Application: 197195000001 - Construction through 05/31/19	\$ 55,168.80
7/25/19	3	Hopping, Green & Sams	Invoice: 107696 - Prepare and finalize construction contract	\$ 1,825.10
7/25/19	4	Absolute Engineering, Inc.	Invoice: 20033 - Engineering through 05/26/19	\$ 470.00
7/25/19	5	Heath Construction & Management, LLC	Invoices: 147, 168, 176, 187 & 198 - Construction Management 04/01/19 to 06/15/19	\$ 15,000.00
7/29/19	2	QGS Development, Inc.	Pay Application: 197195000002 - Construction through 06/30/19	\$ 111,826.23
8/15/19	6	JMBI Real Estate, LLC	Reimburse construction costs paid by Developer	\$ 560,897.54
8/15/19	7	Heath Construction & Management, LLC	Invoices: 222 & 233 - Construction Management 06/16/19 to 07/15/19	\$ 6,000.00
8/15/19	8	Hopping, Green & Sams	Invoice: 108306 - preparation assignment of construction contracts and research of contract requirements	\$ 910.00
8/15/19	9	Atlantic TNG, LLC	Construction Materials per Change Order 1	\$ 28,665.50
8/20/19	10	Ridgewood, LLC	Reimburse construction costs paid by Developer	\$ 27,821.98
8/20/19	11	QGS Development, Inc.	Pay Application: 197195000003 - Construction through 07/31/19	\$ 472,770.22
8/20/19	12	Hopping, Green & Sams	Invoice: 108856 - legal services regarding certificates of insurance and assignment of construction funding agreement	\$ 290.00
8/20/19	13	Atlantic TNG, LLC	Construction Materials per Change Order 2	\$ 37,054.00
8/20/19	14	Fortiline, Inc.	Construction Materials per Change Order 3	\$ 105,808.34
8/20/19	15	Atlantic TNG, LLC	Construction Materials per Change Order 4	\$ 25,482.00
8/20/19	16	Ullrich's Pitcher Pump	Invoices: 106695, 106696, 106697, 106698, 106802, 106803, 106804, 106805, 106806 - Well Materials	\$ 22,195.00
8/20/19	17	Absolute Engineering, Inc.	Invoices: 20066 & 20078 - Site Permitting & Construction Staking Engineering Services - July 2019	\$ 15,612.04
8/27/19	18	Republic Services	Invoices: 0696-000184944 & 0696-000819251 - Constuction Removal Services	\$ 20,073.35
9/6/19	19	Absolute Engineering, Inc.	Invoices: 20049 & 20059 - Site permitting and construction staking engineering costs	\$ 16,792.18
9/6/19	20	Atlantic TNG, LLC	Construction Materials per Change Order 5 & 8	\$ 41,439.00
9/6/19	21	Forterra Pipe & Precast, LLC	Construction Materials per Change Order 6	\$ 190,321.92
9/6/19	22	Fortiline, Inc.	Construction Materials per Change Order 7	\$ 36,642.00
9/6/19	23	Horner Environmental Professionals, Inc.	Invoice: 215860 - Environmental Project Services - July 2019	\$ 1,237.50
9/6/19	24	Greenberg Traurig, P.A.	Invoice: 5151421 - Traid Reimbursement	\$ 1,042.50
9/6/19	25	Ridgewood, LLC	Invoices: 241, 251 & 259 - Construction Management 07/16/19 to 08/31/19	\$ 9,000.00
9/6/19	26	Hopping, Green & Sams	Invoice: 109405 - preparation of notice to proceed	\$ 326.50
9/6/19	27	Greenland Services, LLC	Invoice: 18227 - Demolition services 06/25/19 to 07/23/19	\$ 49,958.16
9/16/19	28	QGS Development, Inc.	Pay Application: 197195000004 - Construction through 08/31/19	\$ 382,121.84
9/25/19	29	Atlantic TNG, LLC	Construction Materials per Change Order 9	\$ 3,063.00
9/25/19	30	Forterra Pipe & Precast, LLC	Construction Materials per Change Order 10 & 11	\$ 50,290.16
9/25/19	31	Fortiline, Inc.	Construction Materials per Change Order 12	\$ 2,911.60
9/25/19	32	Absolute Engineering, Inc.	Invoices: 20081 & 20083 - Site Permitting & Construction Services - August 2019	\$ 38,056.19
TOTAL				\$ 2,331,072.65
Fiscal Year 2019				
6/28/19		Transfer to Escrow		\$ (2,235,000.00)
7/1/19		Interest		\$ 1,032.26
8/1/19		Interest		\$ 10,424.54
9/1/19		Interest		\$ 8,169.96
TOTAL				\$ (2,215,373.24)
Project (Construction) Fund at 06/28/19				\$ 8,585,600.00
Interest/Transfers thru 09/30/19				\$ (2,215,373.24)
Requisitions Paid thru 09/30/19				\$ (2,331,072.65)
Remaining Project (Construction) Fund				\$ 4,039,154.11

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
10/24/19	33	Ridgewood, LLC	Invoice: 268 - Construction Management 09/01/19 to 09/15/19	\$ 3,000.00
10/24/19	34	QGS Development, Inc.	Pay Application: 197195000005 - Construction through 09/30/19	\$ 319,260.24
10/24/19	35	Fortiline, Inc.	Construction Materials per Change Order 13	\$ 186,269.20
10/24/19	36	Ridgewood, LLC	Invoice: 278 - Construction Management 09/16/19 to 09/30/19	\$ 3,000.00
10/24/19	37	Fortiline, Inc.	Construction Materials per Change Order 14	\$ 21,413.80
10/29/19	38	Hillsborough County BOCC	For Final Plat Submittal	\$ 1,120.00
10/28/19	39	Fortiline, Inc.	Invoice: 4738984 - Construction Materials per Change Order 15	\$ 11,769.80
10/28/19	40	Forterra Pipe & Precast, LLC	Invoices: 11699540, 11699643, 11699915 & 11699929 - Construction Material Purchases	\$ 23,288.00
10/28/19	41	Ridgewood, LLC	Invoice: 296 - Construction Management 10/01/19 to 10/15/19	\$ 3,000.00
10/29/19	42	Hillsborough County BOCC	For Construction Plan Submittal	\$ 5,950.00
11/8/19	43	QGS Development, Inc.	Pay Application: 197195000006 - Construction through 10/31/19	\$ 614,389.54
11/13/19	44	Ridgewood, LLC	Invoice: 306 - Construction Management 10/16/19 to 10/31/19	\$ 3,000.00
11/20/19	45	Absolute Engineering, Inc.	Invoice: 020125 - Construction Staking and Platting for Oct 2019	\$ 53,392.23
11/20/19	46	Absolute Engineering, Inc.	Invoice: 020124 - Site permitting and Landscape & Irrigation for Oct 2019	\$ 9,509.30

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
11/15/19	47	EPC of Hillsborough County	For Wastewater Permit - Cook Parcel	\$ 590.00
11/15/19	48	Hillsborough County Health Department	For Water Permit - Cook Parcel	\$ 860.00
11/15/19	49	Hillsborough County BOCC	For Engineering Fee - Cook Parcel	\$ 5,330.00
11/15/19	50	Hillsborough County BOCC	For ROW Permit Fee - Cook Parcel	\$ 1,425.00
11/18/19	51	Absolute Engineering, Inc.	Invoice: 20103 - Site Permitting & Rezoning Application for Sept 2019 - Cook Parcel	\$ 3,802.84
11/18/19	52	Absolute Engineering, Inc.	Invoice: 20126 - Construction Administration & Reimbursable Expenses for Oct 2019 - Cook Parcel	\$ 956.54
11/18/19	53	Absolute Engineering, Inc.	Invoice: 20123 - Site Permitting & Reimbursable Expenses for Oct 2019 - Cook Parcel	\$ 1,879.60
11/18/19	54	Ridgewood, LLC	Reimbursement for Absolute Engineering Invoice: 20064 - Review and Filing Fees - Cook Parcel	\$ 11,050.00
11/18/19	55	Ridgewood, LLC	Reimbursement for Sun Plumbing invoice 42660, South Florida Water Management App 785976 & Hillsborough Cnty Health Dep - Cook Parcel	\$ 4,248.25
11/18/19	56	JMBI Real Estate, LLC	Reimbursement for Hamilton Engineering, Faulkner Engineering and Absolute Engineering - Cook Parcel	\$ 99,379.30
11/22/19	57	Ridgewood, LLC	Invoice: 316 - Construction Management 11/1/19 to 11/15/19	\$ 3,000.00
11/25/19	58	Forterra Pipe & Precast, LLC	Construction Materials per Change Order 17	\$ 2,824.00
12/4/19	59	Horner Environmental Professionals, Inc.	Invoice: 216089 - Environmental Project Services - Sept/October 2019	\$ 5,672.50
12/4/19	60	QGS Development, Inc.	Pay Application: 197195000007 - Construction through 11/30/19	\$ 541,963.73
12/6/19	61	Ridgewood, LLC	Invoice: 327 - Construction Management 11/16/19 to 11/30/19	\$ 3,000.00
12/2/19	62	Hillsborough County BOCC	For Plat Review - Cook Parcel	\$ 1,120.00
12/17/19	63	Hopping, Green & Sams	Invoice: 111382 - Project Construction Services	\$ 2,747.50
12/12/19	64	Absolute Engineering, Inc.	Invoice: 020143 - Construction Staking & Platting for November 2019 - Cook Parcel	\$ 13,752.60
12/12/19	65	Absolute Engineering, Inc.	Invoice: 020142 - Construction Staking, Platting & Surveying for November 2019	\$ 24,848.44
12/12/19	66	Ullrich's Pitcher Pump	Invoice: 0107799 - Ridgewood Development - Pump & Well services - Cook Parcel	\$ 12,950.00
12/19/19	67	Ridgewood, LLC	Invoice: 337 - Construction Management 12/1/19 to 12/15/19	\$ 3,000.00
1/20/20	68	HUB International Midwest Ltd.	Invoices: 1693529, 1693541 & 1693556 - New Business Premium	\$ 22,581.00
12/30/19	69	Forterra Pipe & Precast, LLC	Construction Materials per Change Order 18	\$ 10,945.28
12/30/19	70	Fortiline, Inc.	Invoices: 4814513, 4814526 & 4814543 - Construction Materials per Change Order 19	\$ 26,161.00
1/14/20	71	Absolute Engineering, Inc.	Invoice: 020105 - Construction Staking, Platting & Platting Assistance for September 2019	\$ 2,679.99
1/14/20	72	Faulkner Engineering Services, Inc.	Invoice: FES12119 - Field Density Tests, Lab, Tech, Observation & Clerical Services	\$ 9,804.00
1/14/20	73	QGS Development, Inc.	Pay Application: 197195000008 - Construction through 12/31/19	\$ 893,068.06
1/14/20	74	Ridgewood, LLC	Invoice: 346 - Construction Management 12/16/19 to 12/31/19	\$ 3,000.00
1/14/20	75	Hillsborough County BOCC	For Amenity Center Plans	\$ 195.00
1/21/20	76	Horner Environmental Professionals, Inc.	Invoice: 215934 - Environmental Project Services - August 2019	\$ 2,308.60
1/21/20	77	Lincks & Associates, Inc.	Invoice: 50276 - Professional Traffic Engineering Services - Lincks Project # 18121	\$ 660.00
1/21/20	78	Absolute Engineering, Inc.	Invoices: 020165, 020164, 020104 - Site Permitting for September 2019 & Construction Staking, Platting & Site Permitting for December 2019	\$ 48,908.49
1/21/20	79	Absolute Engineering, Inc.	Invoices: 020163 & 020166 - Plotter prints, Construction staking, platting & platting assistance for December 2019 - Cook Parcel	\$ 17,695.45
1/21/20	80	Fortiline, Inc.	Construction Materials per Change Order 20	\$ 12,599.00
1/21/20	81	Fortiline, Inc.	Construction Materials per Change Order 21	\$ 15,355.00
1/21/20	82	Ridgewood, LLC	Invoice: 353 - Construction Management 1/1/20 to 1/15/20	\$ 3,000.00
1/28/20	83	Atlantic TNG, LLC	Construction Materials per Change Order 22	\$ 1,307.00
1/28/20	84	Fortiline, Inc.	Construction Materials per Change Order 23	\$ 4,426.00
2/25/20	85	QGS Development, Inc.	Pay Application: 197195000009 - Construction through 1/31/20	\$ 679,483.94
2/25/20	86	Ridgewood, LLC	Invoice: 372 - Construction Management 2/1/20 to 2/15/20	\$ 3,000.00
2/28/20	87	Hopping Green & Sams	Invoice: 112973 - Professional Services for January 2020	\$ 979.50
2/28/20	88	Danielle Fence	Invoice: 4010 - 35% Deposit for Fencing	\$ 9,456.41
2/28/20	89	Ridgewood, LLC	Invoice: 359 & 372 - Construction Management 1/16/20 to 2/15/20	\$ 6,000.00
2/28/20	90	Absolute Engineering, Inc.	Invoice: 020179 - Reimbursable Expenses for January 2020	\$ 122.96
2/28/20	91	QGS Development, Inc.	Pay Application: 1971950000010 - Construction through 2/29/20	\$ 1,111,869.57
2/28/20	92	Fortiline, Inc.	Construction Materials per Change Order 25	\$ 105,535.00
2/28/20	93	County Materials Corporation	Construction Materials per Change Order 24	\$ 71,742.59
2/28/20	94	Absolute Engineering, Inc.	Invoice: 020181 - Construction Staking, Platting Assistance & FEMA LOMR services for January 2020	\$ 7,527.25
2/28/20	95	Furr & Wegman Architects, P.A.	Invoice: 1872.03 - Construction Documents & Printing Expenses for Rhodine Amenity Center	\$ 857.29
2/28/20	96	TECO	Invoice: 20200143 - Installation of 3 phase transformers	\$ 229,232.96
2/28/20	97	HUB International Midwest West	Invoices: 1753755 & 1753783 - New Business Premiums	\$ 3,531.00
3/12/20	98	Heath Construction & Management, LLC	Invoice: 381 - Construction Management 2/16/20 - 2/29/20	\$ 3,000.00
3/16/20	99	Furr & Wegman Architects, P.A.	Invoice: 1872.04 - Permitting & Reimbursable Expenses	\$ 1,081.86
3/18/20	100	Absolute Engineering, Inc.	Invoices: 020197 & 020198 (Cook Parcel) - Construction Staking, Platting & Platting Assistance for February 2020	\$ 26,030.24
Paid by req # 89	101	Ridgewood, LLC	Invoice: 388 - Construction Management 3/1/20 - 3/15/20 - \$3000.00	\$ -
3/26/20	102	Absolute Engineering, Inc.	Invoice: 020196 (Cook Parcel) - Rezoning Application & Description Sketches for January 2020	\$ 3,349.93
3/26/20	103	Hopping Green & Sams	Invoice: 113667 - Document Reproduction Services	\$ 34.25
4/14/20	104	Absolute Engineering, Inc.	Invoice: 20180 - Construction Staking, Platting Assistance & FEMA Processing for January 2020	\$ 55,418.05
4/14/20	105	Ridgewood, LLC	Invoice 404 - Construction Management 03/16/20 - 03/31/20	\$ 3,000.00
4/14/20	106	QGS Development, Inc.	Pay Application: 1971950000011 - Construction through 03/31/20	\$ 549,763.65
4/14/20	107	Atlantic TNG, LLC	Construction Materials per Change Order 26	\$ 51,030.00
4/14/20	108	Forterra Pipe & Precast, LLC	Construction Materials per Change Order 27	\$ 259.36
4/14/20	109	Fortiline, Inc.	Construction Materials per Change Order 28	\$ 1,058.20
4/14/20	110	County Materials Corporation	Construction Materials per Change Order 29	\$ 3,150.72
5/14/20	111	HUB International Midwest West	Invoice: 1753720 - Business Premium	\$ 33,028.00
5/19/20	112	National Flood Insurance Program	FEMA LOMP Applications	\$ 900.00
5/19/20	113	National Flood Insurance Program	FEMA LOMP Applications	\$ 900.00
5/19/20	114	Absolute Engineering, Inc.	Invoices: 20217 & 20218 - Engineering Construction Services	\$ 20,433.23
5/19/20	115	Hopping, Green & Sams	Invoice: 114157 - Project Construction March 2020	\$ 1,444.00
5/19/20	116	Ridgewood, LLC	Invoices: 642 & 654 - Construction Management 04/01/20 - 04/30/20	\$ 6,000.00

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
5/19/20	117	Faulkner Engineering Services, Inc.	Invoice: FES12401 - Field Density Tests, Tech, Cylinder, Management & Clerical Services	\$ 18,050.00
5/19/20	118	Atlantic TNG, LLC	Construction Materials per Change Order 30	\$ 771.00
5/19/20	119	Fortiline, Inc.	Construction Materials per Change Order 31	\$ 4,774.00
6/12/20	120	QGS Development, Inc.	Pay Application: 1971950000012 - Construction through 04/30/20	\$ 384,117.76
6/12/20	121	Stewart & Associates Property Services, Inc.	Pay Application 1 & 2	\$ 70,545.00
7/22/20	122	Absolute Engineering, Inc.	Invoices: 20240, 20241, 20256 & 20257 - Construction Engineering Services	\$ 79,929.36
7/22/20	123	Atlantic TNG, LLC	Construction Materials per Change Order 33	\$ 9,834.00
7/22/20	124	Florida Wall Concepts, Inc.	Pay Applications 1 & 2	\$ 56,863.96
7/22/20	125	Fortiline, Inc.	Construction Materials per Change Order 32	\$ 6,253.00
7/22/20	126	QGS Development, Inc.	Pay Application: 1971950000013 - Construction through 05/30/20	\$ 390,966.65
7/22/20	127	Ridgewood, LLC	Invoices: 662, 676 & 682 - Construction Management Services 05/01/20 - 06/15/20	\$ 9,000.00
TOTAL				\$ 7,097,780.97
Fiscal Year 2020				
10/1/19		Interest		\$ 6,145.77
11/1/19		Interest		\$ 4,872.63
11/15/19		Transfer to Construction		\$ 2,030,000.00
12/1/19		Interest		\$ 4,322.53
1/1/20		Interest		\$ 4,364.70
2/1/20		Interest		\$ 3,537.16
2/13/20		Refund on Requisition 77		\$ 660.00
3/1/20		Interest		\$ 2,645.83
4/1/20		Interest		\$ 323.99
5/1/20		Interest		\$ 1.93
6/1/20		Interest		\$ 0.26
6/11/20		Developer Funding Request		\$ 449,231.27
7/1/20		Interest		\$ 0.09
7/22/20		Developer Funding Request		\$ 552,520.79
TOTAL				\$ 3,058,626.95
Project (Construction) Fund at 09/30/19				\$ 4,039,154.11
Interest/Transfers thru 07/31/20				\$ 3,058,626.95
Requisitions Paid thru 07/31/20				\$ (7,097,780.97)
Remaining Project (Construction) Fund				<u>\$ 0.09</u>

SECTION 3

Rhodine Road North

Community Development District

Series 2019 Funding Request #4
July 24, 2020

Bill To: Ridgewood, LLC

Requisition #	Payee	Series 2019 Capital Projects Fund	
129	Absolute Engineering, Inc. Invoices: 20274 - Construction Engineering Services Invoices: 20275 - Construction Engineering Services	\$	5,925.69 11,420.57
130	Faulkner Engineering Services, Inc. Invoice: FES12539 - Field Density Tests & Muck Removal	\$	41,154.00
131	QGS Development, Inc. Pay Application: 1971950000014 - Construction through 06/30/20 Pay Application: 1971950000015 - Retainage Invoice: 7195-3CM - Credit "East" Export Fill	\$ \$ \$	80,209.70 731,886.66 (57,276.00)
132	Ridgewood, LLC Invoice: 690 - Construction Management Services 06/16/20 - 06/30/20	\$	3,000.00
133	Stewart & Associates Property Services, Inc. Pay Application 3	\$	18,425.00
134	Danielle Fence Invoice: 66443 - PVC Fence Payment	\$	18,205.99
		Total:	\$ 852,951.61

Please make check payable to:

Rhodine Road North Community Development District
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

SECTION 4

Requisition	Payee/Vendor	Amount
128	Florida Wall Concepts, Inc.	\$ 65,531.23
129	Absolute Engineering, Inc.	\$ 17,346.26
130	Faulkner Engineering Services, Inc.	\$ 41,154.00
131	QGS Development, Inc.	\$ 754,820.36
132	Ridgewood, LLC	\$ 3,000.00
133	Stewart & Associates property Services, Inc.	\$ 18,425.00
134	Danielle Fence	\$ 18,205.99
	TOTAL	\$ 918,482.84