Scenic Terrace North
Community Development District

Meeting Agenda

November 20, 2024

AGENDA

Scenic Terrace North
Community Development District

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

November 13, 2024

Board of Supervisors Meeting
Scenic Terrace North Community Development District

Dear Board Members:

A Board of Supervisors Meeting of the **Scenic Terrace North Community Development District** will be held on **Wednesday, November 20, 2024** at **1:15 PM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Zoom Video Link: https://us06web.zoom.us/j/84522877959
Zoom Call-In Number: 1-646-876-9923
Meeting ID: 845 2287 7959

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period ([1]Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
    A. Acceptance of Resignation of Supervisor Chuck Cavaretta
    B. Consideration of Appointment to Board Seat #5
    C. Administration of Oath to Newly Appointed Supervisor
    D. Consideration of Resolution 2025-01 Appointing an Assistant Secretary
4. Approval of Minutes of the July 17, 2024 Board of Supervisors Meeting
5. Consideration of Resolution 2025-02 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
6. Ratification of Uniform Collection Agreement with Polk County Tax Collector
7. Staff Reports
    A. Attorney
    B. Engineer
        i. Ratification of Work Authorization 2025-1 for District Engineering Services from Dewberry
    C. District Manager's Report
        i. Approval of Check Register
        ii. Balance Sheet & Income Statement
        iii. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

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

SECTION III

SECTION A

August 21, 2024

Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

To Whom It May Concern,

I would like to give my resignation to the Board of Supervisors for the following districts, effective immediately:

- Bradbury Creek Community Development District
- Crosswinds East Community Development District
- Crosswinds West Community Development District
- Lake Deer Community Development District
- Lawson Dunes Community Development District
- Pollard Road Community Development District
- Scenic Terrace North Community Development District
- Scenic Terrace South Community Development District
- Weiberg Road Community Development District

Thank you,

Chuck Cavaretta

SECTION D

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Scenic Terrace North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Secretary.

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

SECTION 1. _____ is appointed Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of November 2024.

ATTEST:

SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

MINUTES

MINUTES OF MEETING
SCENIC TERRACE NORTH
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Scenic Terrace North Community Development District was held Wednesday, **July 17, 2024** at 1:30 p.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Daniel Arnette	Assistant Secretary
Pat Hudson	Assistant Secretary
Chuck Cavaretta	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	District Counsel, Kilinski Van Wyk
Savannah Hancock *by Zoom*	District Counsel, Kilinski Van Wyk
Savanna Gualtieri *by Zoom*	District Engineer, Dewberry

FIRST ORDER OF BUSINESS **Roll Call**

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

SECOND ORDER OF BUSINESS **Public Comment Period**

There were no members of the public present at this time and none joining via Zoom.

THIRD ORDER OF BUSINESS **Approval of Minutes of the April 17, 2024 Board of Supervisors Meeting**

Ms. Burns presented the minutes from the April 17, 2024 Board of Supervisors meeting and asked for any correction, comments, or questions. Hearing no changes from the Board.

> On MOTION by Mr. Cavaretta, seconded by Mr. Arnette, with all in favor, the Minutes of the April 17, 2024 Board of Supervisors Meeting, was approved.

FOURTH ORDER OF BUSINESS Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget

Ms. Burns stated this public hearing has been advertised in the paper and a mailed notice was sent to all of the property owners within the community. Do we have a motion to open the public hearing?

> On MOTION by Mr. Arnette, seconded by Ms. Hudson, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns noted there are no members of the public present at this time so asked for a motion to close.

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

i. Consideration of Resolution 2024-05 Adopting the District's Fiscal Year 2024/2025 Budget and Appropriating Funds

Ms. Burns stated a few items have changed since they saw this budget. The notice amount was sent higher and there is a builder cap in place for the current year of $950 net. We are waiting for confirmation on that. There will be a direct developer contribution, $43K is a contribution to offset that amount. The capital reserve transfer was removed for the current year and will wait until the community is more built out but that was included in the preliminary budget for notice purposes. This community will share a facility with Scenic Terrace South CDD. Under the amenity expenses is the interlocal amenity agreement and that is based on the contract in place, that their split based on the portion of the budget that is allocated for amenity in Scenic Terrace South budget. This is for the 330 units in Scenic Terrace North $950 net. The collection cost when collected on the tax bill is $1,021.51.

> On MOTION by Mr. Cavaretta, seconded by Ms. Hudson, with all in favor, Resolution 2024-05 Adopting the District's Fiscal Year 2024/2025 Budget and Appropriating Funds, was approved.

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

Ms. Burns stated this public hearing has been advertised as well. This hearing is to impose O&M assessments. The first time O&M levy as it was previously developer funded for the current year. She asked for a motion to open the public hearing.

> On MOTION by Ms. Hudson, seconded by Mr. Arnette, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns stated there are no members of the public present so do we have a motion to close?

> On MOTION by Ms. Hudson, seconded by Mr. Arnette, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2024-06 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated Resolution 2024-06 certifies the assessment roll that will be submitted to Polk County for collection.

> On MOTION by Mr. Cavaretta, seconded by Mr. Arnette, with all in favor, Resolution 2024-06 Imposing Special Assessment and Certifying an Assessment Roll, was approved.

C. Public Hearing on the Adoption of Amenity Policies and Rates

Ms. Burns noted this public hearing was advertised in the paper. Do we have a motion to open?

> On MOTION by Mr. Cavaretta, seconded by Ms. Hudson, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns stated there are no members of the public present at this time. Do we have a motion to close the public hearing?

> On MOTION by Ms. Hudson, seconded by Mr. Cavaretta, with all in favor, Closing the Public Hearing, was approved.

i. Consideration of Resolution 2024-07 Adopting Amenity Policies and Rates for the District

Ms. Burns stated this is in the agenda package for review. The Board saw these at the meeting where the public hearing was set. They are joint policies between Scenic Terrace South and Scenic Terrace North CDD. The rates included are the nonresident user fee. The other fee listed is for a replacement card. When the residents reach out to the office to get their amenity access key, they are provided a copy of the rules. At that time and before they are issued a key, they sign that they have received the rules, acknowledge them and will abide by them. How they will be enforced will depend on if security is hired.

> On MOTION by Mr. Cavaretta, seconded by Ms. Hudson, with all in favor, Resolution 2024-07 Adopting Amenity Policies and Rates for the District, was approved.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2024-08 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025**

Ms. Burns stated the monthly meeting schedule will be the third Wednesday of the month at 1:15 p.m.

> On MOTION by Mr. Cavaretta, seconded by Ms. Hudson, with all in favor, Resolution 2024-08 Designation of a Regular Monthly Meeting Date the 3rd Wednesday of the Month at 1:15 p.m., was approved as amended.

SIXTH ORDER OF BUSINESS **Consideration of the Adoption of Goals and Objectives for the District**

Ms. Burns noted there was a change in Florida Statute that requires CDD's to adopt annual goals and objectives. It has to be completed by October 1st. GMS came up with a standard set of goals and objectives that meet that statutory requirement.

> On MOTION by Mr. Arnette, seconded by Ms. Hudson, with all in favor, the Adoption of Goals and Objectives for the District, was approved.

SEVENTH ORDER OF BUSINESS **Presentation of Fiscal Year 2023 Audit Report**

Ms. Burns stated on page 8 is the report to management which summarizes any findings. There were no instances of noncompliance. It was considered a clean audit and submitted to the state by the June 30th deadline.

On MOTION by Mr. Cavaretta, seconded by Mr. Arnette, with all in favor, the Fisal Year 2023 Audit Report, was approved.

EIGHTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Mr. Van Wyk provided an update on the latest Polk County ordinance.

B. Engineer

Ms. Gualtieri had nothing to report.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register to the Board that is included in the agenda package for review. She asked for any questions? Hearing none.

On MOTION by Ms. Hudson, seconded by Mr. Arnette, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated the financial statements are included in the agenda package for review if anyone has any questions. No action necessary from the Board.

iii. Presentation of Number of Registered Voters – 0

Ms. Burns stated the CDD is required to determine the number of registered voters within the District as of April 15th of each year. That number is currently zero.

NINTH ORDER OF BUSINESS **Other Business**

There being no comments, the next item followed.

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

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS **Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Mr. Arnette, seconded by Mr. Cavaretta, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2025-02

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

WHEREAS, the Scenic Terrace North Community Development District ("**District**") is a local unit of special purpose government[1] created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

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

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

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

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

[1] Section 190.003(6), FS

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT:

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/ Assistant Secretary	Chair/ Vice Chair
Print Name: _____	Print Name: _____

Composite Exhibit A

Governmental Agency Order

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

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

Services to be provided pursuant to this Order:
[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

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

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

Additional Terms:

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

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

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

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

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

_____

Warranties and Disclaimer.

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

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

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

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

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

Ownership and Content Responsibility.

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

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

Responsibilities of the Parties.

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

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

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

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

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

(Signatures appear on the following page.)

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

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

_____ _____

CITY CLERK

Print Name

____day of _____,20__

Contractor

_____
Signature

_____
Print/Type Name

_____
Title

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

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

RECITALS

A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.

D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

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

1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.

2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

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

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

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

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

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

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

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

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

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

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

10. Termination.

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

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

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

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

FOR COUNTY:

County Manager
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:
County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01 Bartow,
Florida 33830

FOR LOCAL GOVERNMENT:

_____

_____

_____

Email address: _____

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

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

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

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

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

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

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

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

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

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

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

(*Remainder of this page intentionally left blank.)*

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

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By:_____
Deputy Clerk

POLK COUNTY

a political subdivision of the State of Florida

By:_____
County Manager

Date:

ATTEST:

Local Government.

_____

Signature

_____

Print Name

_____

Title

_____

Signature

_____

Print Name

_____

Title

SECTION VI

Docusign Envelope ID: 2B0F0750-5A3D-484E-A6F2-5BA20518BF0C

UNIFORM COLLECTION AGREEMENT DISTRICT

THIS AGREEMENT made and entered into this 12th day of, November 2024 by and between Scenic Terrace North Community Development District ("District"), whose address is 219 E. Livingston Street, Orlando, FL 32801 and the Honorable Joe G. Tedder, State Constitutional Tax Collector in and for the Polk County Political Subdivision, whose address is Polk County Tax Collectors Office, P.O. Box 1189, Bartow, Florida 33831-1189 ("Tax Collector").

SECTION I

Findings and Determinations

The parties find and determine:

1. District is authorized to impose and levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology of collection for, certain non-ad valorem special assessments for Scenic Terrace North CDD as authorized by constitutional and statutory municipal home rule and by section 197.3632, Florida Statutes (2012) and Rule 12D-18, Florida Administrative Code.

2. The term "Assessments" means those certain levies by the District which purport to constitute non-ad valorem special assessments for Scenic Terrace North CDD improvements and related systems, facilities and services pursuant to Ordinance 23-2042 a non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by the District and if it is apportioned to the property fairly and reasonably.

3. The uniform statutory collection methodology is provided in section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies; and

4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology.

5. The uniform methodology provides for more efficiency of collection by virtue of the Assessment being on the official tax notice issued by the Tax Collector which will produce positive economic benefits to the District and its citizens; and

6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion.

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7. The Tax Collector, as the State Constitutional Officer for the county political subdivision, charged by general law in Chapter 197, Florida Statutes, and related rules and regulations, to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the Assessments.

8. The sole and exclusive responsibility to determine, impose and levy the Assessments and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment for Scenic Terrace North CDD and related systems, facilities and services is that of the District and no other person, entity or officer.

SECTION II

Applicable Law and Regulations

1. Section 2, Article VIII, Florida Constitution; Chapter 170, Florida Statutes; sections 197.3631, 3632 and 3635, Florida Statutes; Rule 12D-18, Florida Administrative Code; and all other applicable provisions of constitutional and statutory law, govern the exercise by the District of its local self-government power to render and pay for municipal services.

2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida and other applicable provisions of constitutional and statutory law apply to Tax Collector in his capacity as a state constitutional county officer and agent of the Florida Department of Revenue for purpose the of collecting and enforcing the collection of non-ad valorem special assessments levied by District.

3. Section 197.3631, Florida Statutes, constitutes supplemental authority for District to levy non-ad valorem assessments including such non-ad valorem special assessments as the "Assessments" for Scenic Terrace North CDD and related systems, facilities and services.

4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to District and to Tax Collector, as well as, to the Department of Revenue and the Property Appraiser in and for the county.

SECTION III

Purpose

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem special assessments, the "Assessments," levied by District to include compensation by District to the Tax Collector for actual costs of collection pursuant to section 197.3632(8)(c), Florida Statutes; payment by District of any costs involved in separate mailings because of non-merger of any non-ad valorem special assessment roll as certified by the Chair of the Board of Scenic Terrace North Community Development District

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or his or her designee, pursuant to section 197.3632(7), Florida Statutes; and reimbursement by District for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in section 197.3632(2), Florida Statutes.

SECTION IV

Term

The term of this Agreement shall commence upon execution, effective for 2024 tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless District shall inform the Tax Collector, as well as Property Appraiser and the Department of Revenue, by 10 January of each calendar year, if District intends to discontinue to use the uniform methodology for such Assessments pursuant to section 197.3632(6), Florida Statutes (2012) and Rule 12D-18.006(3), Florida Administrative Code, using form DR-412 promulgated by the Florida Department of Revenue.

SECTION V

Duties and Responsibilities of District

District agrees, covenants and contracts to:

1. Compensate the Tax Collector for collections on behalf of the special assessment district in the amount of two percent (2%) on the balance pursuant to section 192.091(2)(b), Florida Statutes and 12D-18.004(2), Florida Administrative Code. The Authority agrees the 2% will be deducted from the balance at the time of each distribution.

2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessment by the Tax Collector under the uniform methodology, pursuant to section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

3. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by District pursuant to section 197.3632(7), Florida Statutes and Rule 12D-18.004(2) Florida Administrative Code.

4. District upon being timely billed shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.

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5. By 15 September of each calendar year, the Chair of the Scenic Terrace North Community Development District of the District, or his or her designee, shall certify, using DR Form 408 to the Tax Collector the non-ad valorem assessment ("Assessment") roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance with the ad valorem tax rolls submitted by the Property Appraiser in July to the Department of Revenue. District or its agent on behalf of District shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions. Section 197.3632(10), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

6. District agrees to abide by and implement its duties under the uniform law pursuant to all the provisions of sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

7. District acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the District's "Assessment" and that it is the sole responsibility and duty of District to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the Assessments.

8. District shall indemnify and hold harmless Tax Collector to the extent of any legal action which may be filed in local, state or federal courts against Tax Collector regarding the imposition, levy, roll preparation and certification of the Assessments; District shall pay for or reimburse Tax Collector for fees for legal services rendered to Tax Collector with regard to any such legal action. Nothing herein shall be deemed or construed as a waiver of sovereign immunity by the Tax Collector or the District, and the parties shall have and maintain at all times and for all purposes any and all rights, immunities and protections available under controlling legal precedent as provided under Section 768.28, Florida Statute, or its successor and as provided under other applicable law.

SECTION VI

Duties of the Tax Collector

1. The Tax Collector shall merge timely the legally certified "Assessment" roll of the District with all non-ad valorem assessment rolls, merge said rolls with the tax roll, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities within the county political subdivision, pursuant to sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by district, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent

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with, or contrary to, the provisions of sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

2. Tax Collector shall collect the Assessments of District as certified by the Chair of the Scenic Terrace North CDD or his or her designee, to the Tax Collector no later than 15 September of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using, DR Form 408, and free of errors or omissions.

3. The Tax Collector agrees to cooperate with District in implementation of the uniform methodology for collecting Assessments pursuant to sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem assessment roll for the Assessments of District that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

4. If the Tax Collector discovers errors or omissions on such roll, Tax Collector may request District to file a corrected roll or a correction of the amount of any assessment and District shall bear the cost of any such error or omission.

5. If Tax Collector determines that a separate mailing is authorized pursuant to section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem special assessment ("Assessment") or shall direct District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is effected, District shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, upon timely billing by the Tax Collector.

SECTION VII

Entire Agreement

1. The parties shall perform all their obligations under this agreement in accordance with good faith and prudent practice.

2. This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

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3. This Agreement shall be governed by the laws of the State of Florida.

4. Written notice shall be given to the parties at the following addresses, or such other place or person as each of the parties shall designate by similar notice:

a. As to Tax Collector: Address Joe G. Tedder
P.O. Box 1189
Bartow, FL 33831-1189

b. As to District: Address Scenic Terrace North Community Development District
219 E. Livingston Street
Orlando, FL 32801

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

POLK COUNTY TAX COLLECTOR

Joe G. Tedder, Tax Collector

By: Joe G. Tedder
Printed Name

Date: 11/13/24

ATTEST:

By:
Printed Name

ATTEST: Signed by: Rennie Heath 8215FA2B8FB744A...

By: Rennie Heath
Printed Name

As authorized for execution by the Chairman of Scenic Terrace North CDD to be ratified at its 11/20/2024 regular meeting.

SECTION VII

SECTION B

SECTION 1

Docusign Envelope ID: 8D2D1ED2-4EF7-4EB9-B739-D1FC7EC21962

Dewberry

Dewberry Engineers Inc.
800 N. Magnolia Ave, Suite 1000
Orlando, FL 32803

407.843.5120
407.649.8664 fax
www.dewberry.com

Sent Via Email: jburns@gmscfl.com

September 13, 2024

Ms. Jill Burns, District Manager
Scenic Terrace North Community Development District
c/o Governmental Management Services Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801

Subject: **Work Authorization Number 2025-1**
Scenic Terrace North Community Development District
District Engineering Services

Dear Ms. Burns:

Dewberry Engineers Inc. is pleased to submit this Work Authorization to provide general engineering services for the Scenic Terrace North Community Development District (District). We will provide these services pursuant to our current agreement ("District Engineer Agreement").

With this information in mind, we propose the following tasks and corresponding fees:

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2025 only. We estimate a budget of $15,000, plus other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of $100.

This Work Authorization, together with the referenced Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Docusign Envelope ID: 8D2D1ED2-4EF7-4EB9-B739-D1FC7EC21962

Ms. Jill Burns
Scenic Terrace North Community Development District
Work Authorization 2025-1
September 13, 2024

Thank you for choosing Dewberry Engineers Inc. We look forward to helping you create a quality project.

Sincerely,

Reinardo Malavé, P.E.
Associate Vice President

RM:ap
Q:\Scenic Terrace North CDD_50144568\Adm\Correspondence\AAS /Scenic Terrace North CDD General Engineering_09-13-2024

APPROVED AND ACCEPTED

Signed by:
Rennie Heath
8215FA2B8FB744A...

By: _____
Authorized Representative of
Scenic Terrace North Community Development District

Date: 10/7/2024

Dewberry

Attachment A

STANDARD HOURLY BILLING RATE SCHEDULE

Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	$115.00, $135.00, $155.00
Engineer IV, V, VI	$175.00, $200.00, $230.00
Engineer VII, VIII, IX	$260.00, $290.00, $320.00
Environmental Specialist I, II, III	$105.00, $125.00, $155.00
Senior Environmental Scientist IV, V, VI	$175.00, $195.00, $215.00
Planner I, II, III	$105.00, $125.00, $155.00
Senior Planner IV, V, VI	$175.00, $195.00, $215.00
Landscape Designer I, II, III	$105.00, $125.00, $155.00
Senior Landscape Architect IV, V, VI	$175.00, $195.00, $215.00
Principal	$360.00
Technical	
CADD Technician I, II, III, IV, V	$85.00, $105.00, $125.00, $140.00, $180.00
Designer I, II, III	$110.00, $135.00, $160.00
Designer IV, V, VI	$180.00, $205.00, $230.00
Construction	
Construction Professional I, II, III	$125.00, $160.00, $185.00
Construction Professional IV, V, VI	$220.00, $245.00, $290.00
Survey	
Surveyor I, II, III	$68.00, $83.00, $100.00
Surveyor IV, V, VI	$120.00, $135.00, $150.00
Surveyor VII, VIII, IX	$165.00, $195.00, $235.00
Senior Surveyor IX	$295.00
Fully Equipped 1, 2, 3 Person Field Crew	$145.00, $185.00, $245.00
Administration	
Administrative Professional I, II, III, IV	$70.00, $100.00, $120.00, $150.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

Company Confidential and Proprietary: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this report.

SECTION C

SECTION 1

Scenic Terrace North
Community Development District

Summary of Check Register

July 4, 2024 through November 6, 2024

Fund	Date	Check No.'s		Amount
General Fund				
	7/10/24	163-165	$	16,139.87
	7/16/24	166-168	$	38,407.03
	7/23/24	169-173	$	2,767.50
	7/30/24	174-175	$	552,576.05
	8/5/24	176	$	1,370.98
	8/16/24	177	$	17,072.81
	8/26/24	178-179	$	11,001.65
	9/4/24	180-181	$	11,146.42
	9/11/24	182	$	1,981.90
	9/23/24	183-185	$	22,546.29
	10/15/24	186-188	$	13,287.35
	10/21/24	189	$	175.00
	10/29/24	190-192	$	109,831.33
	11/4/24	193-195	$	136,234.40
		Total Amount	**$**	**934,538.58**

*** CHECK DATES 07/04/2024 - 11/06/2024 *** SCENIC TERRACE NORTH GENERAL
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
7/10/24	00015	11/09/23	2361563-	202310	310	51300-31100				*	57.50		
			ENGINEER SVCS OCT 23										
									DEWBERRY ENGINEERS INC			57.50	000163
7/10/24	00020	6/30/24	00065223	202406	310	51300-48000				*	1,610.56		
			NOT FY25 BUDGET 6/26/24										
		6/30/24	00065223	202406	310	51300-48000				*	191.60		
			NOT CDD MEETING 6/18/24										
		6/30/24	00065223	202406	310	51300-48000				*	387.99		
			NOT CDD MEETING 6/19/24										
									GANNETT FLORIDA LOCALIQ			2,190.15	000164
7/10/24	00019	5/31/24	022180	202407	300	20700-10200				*	13,892.22		
			031 FR#7										
									ABSOLUTE ENGINEERING, INC.			13,892.22	000165
7/16/24	00001	7/01/24	38	202407	310	51300-34000				*	3,062.50		
			MANAGEMENT FEES JULY 24										
		7/01/24	38	202407	310	51300-35200				*	100.00		
			WEBSITE ADMIN JULY 24										
		7/01/24	38	202407	310	51300-35100				*	150.00		
			INFORMATION TECH JULY 24										
		7/01/24	38	202407	310	51300-31300				*	416.67		
			DISSEMINATION SVC JULY 24										
		7/01/24	38	202407	310	51300-42000				*	20.86		
			POSTAGE JULY 24										
									GOVERNMENTAL MANAGEMENT SERVICES			3,750.03	000166
7/16/24	00021	6/20/24	3694663	202407	300	20700-10200				*	34,003.00		
			031 FR#8										
									HUB INTERNATIONAL MIDWEST WEST			34,003.00	000167
7/16/24	00004	6/23/24	9659	202405	310	51300-31500				*	654.00		
			GENERAL COUNSEL MAY 24										
									KILINSKI/VAN WYK, PLLC			654.00	000168
7/23/24	00014	7/17/24	CC071720	202407	310	51300-11000				*	200.00		
			BOS MEETING 7/17/24										
									CHUCK CAVARETTA			200.00	000169
7/23/24	00012	7/17/24	DA071720	202407	310	51300-11000				*	200.00		
			BOS MEETING 7/17/24										
									DANIEL ARNETTE			200.00	000170
7/23/24	00004	7/13/24	9777	202406	310	51300-31500				*	775.00		
			GENERAL COUNSEL JUNE 24										
									KILINSKI/VAN WYK, PLLC			775.00	000171

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/23/24	00010	7/17/24	PH071720	202407	310	51300-11000				*	200.00		
			BOS MEETING 7/17/24										
									PATRICIA J HUDSON			200.00	000172
7/23/24	00015	5/30/24	22409467	202407	300	20700-10200				*	610.00		
			031 FR#9										
		5/31/24	22409509	202407	300	20700-10200				*	477.50		
			031 FR#9										
		6/28/24	22412699	202407	300	20700-10200				*	305.00		
			031 FR#9										
									DEWBERRY ENGINEERS INC			1,392.50	000173
7/30/24	00022	4/03/24	220497	202407	300	20700-10200				*	2,000.00		
			031 FR#10										
									GREENLAND SERVICES, LLC			2,000.00	000174
7/30/24	00018	6/25/24	PAYAPP#1	202407	300	20700-10200				*	242,144.09		
			031 FR#10										
		7/25/24	PAYAPP#1	202407	300	20700-10200				*	308,431.96		
			031 FR#10										
									TUCKER PAVING, INC.			550,576.05	000175
8/05/24	00020	7/31/24	00065834	202407	310	51300-48000				*	1,370.98		
			NOT FY25 BUDGET 7/3/24										
									GANNETT FLORIDA LOCALIQ			1,370.98	000176
8/16/24	00019	6/30/24	022215	202408	300	20700-10200				*	17,072.81		
			031 FR#11										
									ABSOLUTE ENGINEERING, INC.			17,072.81	000177
8/26/24	00019	7/31/24	022247	202408	300	20700-10200				*	7,509.64		
			031 FR#12										
									ABSOLUTE ENGINEERING, INC.			7,509.64	000178
8/26/24	00023	3/26/24	U597644	202408	300	20700-10200				*	3,492.01		
			031 FR#12										
									CORE & MAIN LP			3,492.01	000179
9/04/24	00004	8/15/24	10115	202408	300	20700-10200				*	253.50		
			031 FR#13										
									KILINSKI/VAN WYK, PLLC			253.50	000180
9/04/24	00018	8/25/24	PAYAPP#1	202408	300	20700-10200				*	10,892.92		
			031 FR#13										
									TUCKER PAVING, INC.			10,892.92	000181

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/11/24	00024	8/21/24	219968	202409	300-20700-10200		*	1,981.90		
			031 FR#14							
						HORNER ENVIRONMENTAL PROFESSIONALS			1,981.90	000182
9/23/24	00003	8/19/24	24463	202409	300-15500-10000		*	5,814.00		
			FY25 ANNUAL INSURANCE							
						EGIS INSURANCE ADVISORS, LLC			5,814.00	000183
9/23/24	00001	8/01/24	40	202408	310-51300-34000		*	3,062.50		
			MANAGEMENT FEES AUG 24							
		8/01/24	40	202408	310-51300-35200		*	100.00		
			WEBSITE ADMIN AUG 24							
		8/01/24	40	202408	310-51300-35100		*	150.00		
			INFORMATION TECH AUG 24							
		8/01/24	40	202408	310-51300-31300		*	416.67		
			DISSEMAINATION SVC AUG 24							
		8/01/24	40	202408	310-51300-51000		*	2.50		
			OFFICE SUPPLIES AUG 24							
		9/01/24	41	202409	310-51300-34000		*	3,062.50		
			MANAGEMENT FEES SEPT 24							
		9/01/24	41	202409	310-51300-35200		*	100.00		
			WEBSITE ADMIN SEPT 24							
		9/01/24	41	202409	310-51300-35100		*	150.00		
			INFORMATION TECH SEPT 24							
		9/01/24	41	202409	310-51300-31300		*	416.67		
			DISSEMINATION SVC SEPT 24							
		9/01/24	41	202409	310-51300-51000		*	.06		
			OFFICE SUPPLIES SEPT 24							
		9/01/24	41	202409	310-51300-42000		*	65.72		
			POSTAGE SEPT 24							
		9/15/24	42	202409	300-15500-10000		*	5,000.00		
			FY25 ASSESSMENT ROLL							
						GOVERNMENTAL MANAGEMENT SERVICES			12,526.62	000184
9/23/24	00004	8/15/24	10114	202407	310-51300-31500		*	3,835.17		
			GENERAL COUNSEL JULY 24							
		9/10/24	10236	202408	310-51300-31500		*	370.50		
			GENERAL COUNSEL AUG 24							
						KILINSKI/VAN WYK, PLLC			4,205.67	000185
10/15/24	00019	8/31/24	022280	202410	300-20700-10200		*	12,840.52		
			031 FR#15							
						ABSOLUTE ENGINEERING, INC.			12,840.52	000186
10/15/24	00020	9/30/24	00067020	202409	310-51300-48000		*	368.83		
			NOT BOS MTG 9/25/24							
						GANNETT FLORIDA LOCALIQ			368.83	000187

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/15/24	00004	9/10/24	10237 031 FR#16	202410	300	20700	10200			*	78.00		
									KILINSKI/VAN WYK, PLLC			78.00	000188
10/21/24	00002	10/01/24	91477 SPECIAL DISTRICT FEE FY25	202410	310	51300	54000			*	175.00		
									DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00	000189
10/29/24	00019	9/30/24	022306 031 FR#18	202410	300	20700	10200			*	43,358.83		
									ABSOLUTE ENGINEERING, INC.			43,358.83	000190
10/29/24	00015	9/27/24	22422420 031 FR#18	202410	300	20700	10200			*	172.50		
									DEWBERRY ENGINEERS INC			172.50	000191
10/29/24	00027	9/19/24	00860368 031 FR#17	202410	300	20700	10200			*	66,300.00		
									UNIVERSAL ENGINEERING SCIENCES			66,300.00	000192
11/04/24	00023	8/13/24	V414455 031 FR#19	202410	300	20700	10200			*	27,570.90		
									CORE & MAIN LP			27,570.90	000193
11/04/24	00027	10/16/24	00867883 031 FR#19	202410	300	20700	10200			*	60,736.00		
									UNIVERSAL ENGINEERING SCIENCES			60,736.00	000194
11/04/24	00028	6/17/24	1264 031 FR#19	202410	300	20700	10200			*	28,242.50		
		7/01/24	1270 031 FR#19	202410	300	20700	10200			*	19,685.00		
									WILDMON CONSTRUCTION			47,927.50	000195

TOTAL FOR BANK A 934,538.58

TOTAL FOR REGISTER 934,538.58

SECTION 2

Scenic Terrace North

Community Development District

Unaudited Financial Reporting

September 30, 2024

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Scenic Terrace North

Community Development District

Combined Balance Sheet

September 30, 2024

	General Fund	*Debt Service Fund*	*Capital Projects Fund*	*Totals Governmental Funds*
Assets:				
Cash:				
Operating Account	$ 3,967	$ -	$ -	$ 3,967
Due From Developer	$ -	$ -	$ 198,306	$ 198,306
Account Receivable	$ -	$ 386,956	$ -	$ 386,956
Prepaid Expenses	$ 10,814	$ -	$ -	$ 10,814
Investments:				
Series 2023				
Reserve	$ -	$ 939,750	$ -	$ 939,750
Revenue	$ -	$ 61,401	$ -	$ 61,401
Interest	$ -	$ 4,010	$ -	$ 4,010
Construction	$ -	$ -	$ 46	$ 46
Total Assets	**$ 14,781**	**$ 1,392,117**	**$ 198,351**	**$ 1,605,249**
Liabilities:				
Accounts Payable	$ 1,093	$ -	$ -	$ 1,093
Contracts Payable	$ -	$ -	$ 198,306	$ 198,306
Total Liabilites	**$ 1,093**	**$ -**	**$ 198,306**	**$ 199,399**
Fund Balance:				
Nonspendable:				
Prepaid Items	$ 10,814	$ -	$ -	$ 10,814
Restricted for:				
Debt Service	$ -	$ 1,392,117	$ -	$ 1,392,117
Capital Projects	$ -	$ -	$ 45	$ 45
Unassigned	$ 2,873	$ -	$ -	$ 2,873
Total Fund Balances	**$ 13,687**	**$ 1,392,117**	**$ 45**	**$ 1,405,850**
Total Liabilities & Fund Balance	$ 14,781	$ 1,392,117	$ 198,351	$ 1,605,249

Scenic Terrace North

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
Revenues:				
Developer Contributions	$ 233,954	$ 233,954	$ 75,000	$ (158,954)
Total Revenues	**$ 233,954**	**$ 233,954**	**$ 75,000**	**$ (158,954)**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 12,000	$ 2,200	$ 9,800
Engineering	$ 15,000	$ 15,000	$ 173	$ 14,828
Attorney	$ 25,000	$ 25,000	$ 12,646	$ 12,354
Annual Audit	$ 4,000	$ 4,000	$ 5,300	$ (1,300)
Assessment Administration	$ 5,000	$ 5,000	$ -	$ 5,000
Arbitrage	$ 450	$ 450	$ -	$ 450
Dissemination	$ 5,000	$ 5,000	$ 5,000	$ (0)
Trustee Fees	$ 4,041	$ 4,041	$ 383	$ 3,659
Management Fees	$ 36,750	$ 36,750	$ 36,750	$ -
Information Technology	$ 1,800	$ 1,800	$ 1,800	$ -
Website Maintenance	$ 1,200	$ 1,200	$ 1,200	$ -
Postage & Delivery	$ 1,000	$ 1,000	$ 140	$ 860
Insurance	$ 5,913	$ 5,913	$ 5,590	$ 323
Printing & Binding	$ 1,000	$ 1,000	$ -	$ 1,000
Legal Advertising	$ 10,000	$ 10,000	$ 4,926	$ 5,074
Other Current Charges	$ 5,000	$ 5,000	$ 641	$ 4,359
Office Supplies	$ 625	$ 625	$ 13	$ 612
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	$ 133,954	$ 133,954	$ 76,936	$ 57,018
Operations & Maintenance				
Playground Lease	$ 25,000	$ 25,000	$ -	$ 25,000
Electric	$ -	$ -	$ 255	$ (255)
Field Contingency	$ 75,000	$ 75,000	$ 350	$ 74,650
Total Operations & Maintenance:	$ 100,000	$ 100,000	$ 605	$ 99,395
Total Expenditures	**$ 233,954**	**$ 233,954**	**$ 77,541**	**$ 156,413**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (2,541)	
Fund Balance - Beginning	$ -		$ 16,229	
Fund Balance - Ending	$ -		$ 13,687	

Scenic Terrace North

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
Revenues:				
Assessments - Direct	$ -	$ -	$ 386,956	$ 386,956
Interest	$ -	$ -	$ 61,401	$ 61,401
Total Revenues	**$ -**	**$ -**	**$ 448,358**	**$ 448,358**
Expenditures:				
Series 2023				
Interest - 5/1	$ -	$ -	$ 487,995	$ (487,995)
Total Expenditures	$ -	$ -	$ 487,995	$ (487,995)
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (39,637)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ 4,010	$ 4,010
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ 4,010**	**$ 4,010**
Net Change in Fund Balance	**$ -**		**$ (35,627)**	
Fund Balance - Beginning	$ -		$ 1,427,745	
Fund Balance - Ending	$ -		$ 1,392,117	

Scenic Terrace North

Community Development District

Capital Projects Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
Revenues:				
Developer Contributions	$ -	$ -	$ 4,425,419	$ 4,425,419
Interest	$ -	$ -	$ 154,124	$ 154,124
Total Revenues	**$ -**	**$ -**	**$ 4,579,544**	**$ 4,579,544**
Expenditures:				
Capital Outlay - Construction	$ -	$ -	$ 13,066,598	$ (13,066,598)
Capital Outlay - Cost of Issuance	$ -	$ -	$ 1,500	$ (1,500)
Total Expenditures	$ -	$ -	$ 13,068,098	$ (13,068,098)
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (8,488,554)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ (4,010)	$ (4,010)
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ (4,010)**	**$ (4,010)**
Net Change in Fund Balance	**$ -**		**$ (8,492,564)**	
Fund Balance - Beginning	$ -		$ 8,492,610	
Fund Balance - Ending	$ -		$ 45	

Scenic Terrace North

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000	$ -	$ 75,000
Total Revenues	**$ -**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ 25,000**	**$ -**	**$ 75,000**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ 800	$ -	$ -	$ -	$ -	$ -	$ 800	$ -	$ -	$ 600	$ -	$ -	$ 2,200
Engineering	$ 58	$ -	$ 58	$ -	$ 58	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 173
Attorney	$ 2,112	$ 796	$ 377	$ 173	$ 190	$ 114	$ 2,909	$ 654	$ 775	$ 3,835	$ 371	$ 342	$ 12,646
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,300	$ -	$ -	$ -	$ -	$ -	$ 5,300
Assessment Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 5,000
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 383	$ 383
Management Fees	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 3,063	$ 36,750
Information Technology	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 1,800
Website Maintenance	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,200
Postage & Delivery	$ 1	$ 9	$ 1	$ -	$ 6	$ -	$ 1	$ 12	$ 23	$ 21	$ -	$ 66	$ 140
Insurance	$ 5,590	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,590
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal Advertising	$ 996	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,190	$ 1,371	$ -	$ 369	$ 4,926
Other Current Charges	$ 38	$ 39	$ 39	$ 38	$ 40	$ 40	$ 40	$ 40	$ 85	$ 56	$ 101	$ 86	$ 641
Boundary Amendment Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ 3	$ 3	$ 3	$ -	$ 0	$ -	$ 0	$ 3	$ 0	$ -	$ 3	$ 0	$ 13
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	$ 13,501	$ 4,576	$ 4,206	$ 3,940	$ 4,023	$ 3,883	$ 12,779	$ 4,438	$ 6,803	$ 9,612	$ 4,203	$ 4,974	$ 76,936
Operations & Maintenance													
Playground Lease	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 104	$ 150	$ 255
Field Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 350	$ -	$ -	$ -	$ -	$ 350
Total Operations & Maintenance:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 350	$ -	$ -	$ 104	$ 150	$ 605
Total Expenditures	**$ 13,501**	**$ 4,576**	**$ 4,206**	**$ 3,940**	**$ 4,023**	**$ 3,883**	**$ 12,779**	**$ 4,788**	**$ 6,803**	**$ 9,612**	**$ 4,307**	**$ 5,124**	**$ 77,541**
Excess (Deficiency) of Revenues over Expenditures	$ (13,501)	$ 20,424	$ (4,206)	$ (3,940)	$ (4,023)	$ (3,883)	$ 12,221	$ (4,788)	$ (6,803)	$ (9,612)	$ 20,693	$ (5,124)	$ (2,541)

SCENIC TERRACE NORTH

Community Development District

Long Term Debt Report

SERIES 2023, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	5.125%, 5.875%, 6.125%	
MATURITY DATE:	5/1/2054	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	$939,750	
RESERVE FUND BALANCE	$939,750	
BONDS OUTSTANDING - 05/01/24		$13,000,000
CURRENT BONDS OUTSTANDING		**$13,000,000**