

# Towne Park Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-382-3256

[www.towneparkcdd.com](http://www.towneparkcdd.com)

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The following is the proposed agenda for the Board of Supervisors' Meeting for the Towne Park Community Development District, scheduled to be held **Thursday, February 14, 2019 at 11:00 a.m. at the Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803**. As always, the personal attendance of three Board Members will be required to constitute a quorum.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: **1-866-546-3377**

Participant Code: **964985**

## **PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- **Administration of the Oath of Office to Scott Shapiro**
- 1. **Consideration of Minutes of the January 10, 2019 Board of Supervisors Meeting**

### **Business Matters**

2. **Consideration of Resolution 2019-04, Direct Purchase Resolution**
3. **Consideration of Cost Share Agreement between the District and the Phase 1 HOA**
4. **Consideration of RFP for Riverstone Phase 2**
5. **Consideration of Agreements between the District and D S Boring, LLC**
  - a. **Towne Parke 2-B East – Machine Trench L/E Main Line**
  - b. **Town Parke 2-B West – Machine Trench L/E Mainline**
  - c. **Towne Park 2-B Crossings – Compaction of Ditch Line in Two Lifts**
6. **Consideration of Agreement between the District and Grunit Pool Contractors for Pool Maintenance Services**
7. **Discussion Relative to District Engineer *(provided under separate cover)***
8. **Consideration of Funding Request #2**
9. **Ratification of Payment Authorization Nos. 97 - 99**
10. **Consideration of Monthly Financials**

### **Other Business**

Staff Reports

District Counsel

District Engineer

District Manager

Supervisor Requests and Audience Comments

Adjournment



**Towne Park  
Community Development District**

**Minutes**

## **MINUTES OF MEETING**

### ***TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING***

***Thursday, January 10, 2019 at 11:07 a.m.***

***The Offices of Highland Homes***

***3020 S. Florida Avenue, Suite 101***

***Lakeland, Florida 33803***

Board Members present at roll call:

Joel Adams	Board Member	
Jeffrey Shenefield	Board Member	
Brian Walsh	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Jane Gaarlandt	Fishkind & Associates, Inc.	
Sonali Patil	Fishkind & Associates, Inc.	
Roy Van Wyk	Hopping Green & Sams, P.A.	(via phone)
Michelle Rigoni	Hopping Green & Sams, P.A.	(via phone)
Heather E. Wertz	Hamilton Engineering	(via phone)
Milton Andrade	Highlands Homes	
Brent Newland	Resident	

### **FIRST ORDER OF BUSINESS**

### **Call to Order and Roll Call**

The meeting was called to order. The Board Members and staff in attendance are as outlined above.

### **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

There were no public comments at this time.

### **THIRD ORDER OF BUSINESS**

### **Administration of Oath of Office to Newly Elected Board Members**

Mr. Shapiro is not present; Ms. Gaarlandt will administer the oath of office to Mr. Shapiro at a later date. Mr. Shapiro asked her to bring the oath of office to the CDD meeting next week. Ms. Gaarlandt administered the oath of office to Mr. Shenefield.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2019-01, Canvassing and Certifying the Results of the Landowners' Election**

Ms. Gaarlandt confirmed for the record that Mr. Heath received 668 votes for Seat 2, Mr. Shapiro received 668 votes for Seat 3, and Mr. Shenefield received 665 votes for Seat 5. Mr. Heath and Mr. Shapiro will each serve a 4-year term and Mr. Shenefield will serve a 2-year term.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board approved Resolution 2019-01, Canvassing and Certifying the Results of the Landowners' Election.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2019-02, Appointing District Officers**

Ms. Gaarlandt explained that the Board can reappoint the officers or choose to keep the current slate of officers. Ms. Gaarlandt requested that Ms. Patil be appointed Assistant Secretary.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board approved Resolution 2019-02, keeping the Slate of Officers as follows; Mr. Joel Adams as Chair, Mr. Brian Walsh as Vice-Chair, Ms. Jane Gaarlandt as Secretary, Mr. Rennie Heath, Mr. Scott Shapiro, Mr. Jeff Shenefield, Ms. Sonali Patil as Assistant Secretaries.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of the Minutes of the October 11, 2018 Board of Supervisors Meeting and November 8, 2018 Landowners' Meeting**

The Board reviewed the minutes of the October 11, 2018 Board of Supervisors Meeting and November 8, 2018 Landowners' Meeting.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Minutes of the October 11, 2018 Board of Supervisors Meeting and November 8, 2018 Landowners' Meeting.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2019-03, Designating District Manager, Assessment Consultant, and Financial Advisor**

Ms. Gaarlandt explained that Fishkind & Associates has been acquired by PFM, Public Financial Management, Inc., however, there will be no change in fees or personnel. The resolution will give Fishkind the right to assign the agreements to PFM upon completion of the transaction.

Mr. Van Wyk added that those are standard form agreements that have been negotiated between the new company and all the Districts that he represents.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2019-03, Designating District Manager, Assessment Consultant, and Financial Advisor.

#### **EIGHTH ORDER OF BUSINESS**

#### **Consideration of Proposal for Underground Electrical Crossings**

The Board reviewed the proposal for Underground Electrical Crossings. A discussion took place amongst the Board and District staff. This proposal has already been signed.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board ratified the Proposal for Underground Electrical Crossings.

**NINTH ORDER OF BUSINESS****Ratification of Floralawn Proposal  
for Plant Replacement**

Ms. Gaarlandt noted that the Floralawn Proposal for Plant Replacement was previously approved and needs to be ratified by the Board.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board ratified the Floralawn Proposal for Plant Replacement.

**TENTH ORDER OF BUSINESS****Ratification of Proposal for Pond 1  
Hydrilla Treatment**

The Board reviewed the proposal for Pond 1 Hydrilla treatment.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board ratified the Proposal for Pond 1 Hydrilla Treatment.

**ELEVENTH ORDER OF BUSINESS****Consideration of CRI Engagement  
Letter for FY 2018 Auditing  
Services**

Ms. Gaarlandt presented the engagement letter from CRI for Auditing Services for Fiscal Year 2018.

Mr. Van Wyk requested that the Board approve the engagement letter subject to District's Counsel's approval.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board accepted the CRI Engagement Letter for FY 2018 Auditing Services, subject to District Counsel's Approval.

**TWELFTH ORDER OF BUSINESS****Consideration of Payment  
Authorization Nos. 93 - 96**

Payment Authorization Nos. 93 – 96 have been previously approved and needs ratification from the Board.

ON MOTION by Mr. Walsh, seconded by Mr. Adams, with all in favor, the Board ratified Payment Authorization Nos. 93 – 96.

### **THIRTEENTH ORDER OF BUSINESS**

#### **Review of Monthly Financials**

The Board reviewed the monthly financials. Ms. Gaarlandt explained the financials are through the end of October, which is first month of the new fiscal year. There was no action required by the Board.

### **FOURTEENTH ORDER OF BUSINESS**

#### **Staff Reports**

**District Counsel –** Ms. Rigoni had a follow up item from October meeting; there was discussion regarding a cost share agreement between the District and the HOA. She stated terms need to be finalized regarding how much the District should be responsible for and what improvements the HOA is willing to operate and maintain going forward. She requested that the Board authorize the Chair to have the authority to finalize those terms and sign off on the Cost Share Agreement and Operation Agreement with the HOA.

Mr. Walsh asked if this was in reference to the Phase 1 HOA. Mr. Van Wyk responded that it relates to Phase 1 where the CDD and HOA share ponds and the second agreement is the HOA to operate and maintain the Amenity Facilities on behalf of the District.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board authorized the Chairman to negotiate the terms and conditions of the Cost Share Agreement and Operation Agreement with the HOA.

Ms. Rigoni stated that District Counsel is still in the process of preparing the petition to amend the boundary of the District. A discussion took place between the Board Members and Mr. Van Wyk.

**District Engineer** – Mr. Adams mentioned that the Site Contractor has been struggling with the wet conditions but they should make some progress in the next 30 days. Ms. Wertz agreed.

**District Manager** – No Report

#### **FIFTEENTH ORDER OF BUSINESS**

#### **Supervisor Requests and Audience Comments**

A resident, Mr. Newland asked if any of the Board members were residents. Mr. Adams responded that the Board Members are all associated with the Developer. Ms. Gaarlandt explained that when the District is in its 6<sup>th</sup> year of establishment and there are 250 registered voters the Board will start to transition to a resident controlled Board. The District gets the number of registered voters from the Supervisor of Elections every year after April 15<sup>th</sup>.

Mr. Adams noted that he will give the resident contacts for any of his questions and stated that the District is here to serve the residents as well.

#### **SIXTEENTH ORDER OF BUSINESS**

#### **Adjournment**

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board Adjourned the January 10, 2019 Board of Supervisor's Meeting for the Towne Park Community Development District.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



**Towne Park  
Community Development District**

**Resolution 2019-04**

## **RESOLUTION 2019-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District's Board of Supervisors ("Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District ("Improvements"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements ("Construction Contract(s)"); and

**WHEREAS**, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in procuring and handling construction materials act as its representative.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District Engineer, the District Manager or another individual as shall be appointed by the Board ("Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

**SECTION 5.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 6.** The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 7.** The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

**SECTION 8.** The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman and/or the Board, and are hereby ratified, approved and confirmed all respects.

**SECTION 9.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 10.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of February, 2019.

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman / Vice Chairman

**Exhibit A:** Form of Work Authorization

**Exhibit B:** Procurement Procedures for Owner Purchased Material

## **EXHIBIT A**

### **Work Authorization**

\_\_\_\_\_, 20\_\_

Board of Supervisors  
Towne Park Community Development District  
12051 Corporate Blvd.  
Orlando, Florida 32817

Re: **Work Authorization Number** \_\_\_\_  
**Towne Park Community Development District**

Dear Chairman, Board of Supervisors:

\_\_\_\_\_ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Towne Park Community Development District (the "District"). We will provide these services pursuant to our current agreement dated \_\_\_\_\_ (the "Engineering Agreement") as follows:

#### **I. Scope of Work**

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

#### **II. Compensation**

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

#### **III. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By: \_\_\_\_\_  
Authorized Representative of District  
Date: \_\_\_\_\_

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

## COMPOSITE EXHIBIT B

### **PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL**

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.
2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.
3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

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 governmental entity will be responsible for any tax, penalties and interest determined to be due.

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 governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity 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 governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five percent (5%) to ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all

suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the OWNER all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchasing of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

**PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. Manufacturer or brand, model or specification number of the item.

\_\_\_\_\_  
\_\_\_\_\_

3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_

4. The price quoted by the supplier for the construction materials identified above.

\$ \_\_\_\_\_

5. The sales tax associated with the price quote. \$ \_\_\_\_\_

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

**OWNER: Towne Park Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

## Attachment 2

### PURCHASE ORDER TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Towne Park CDD	Seller:	
Address:		Address:	
Phone:		Phone:	

"Project"			
Project Name:		Contract Date:	
Project Address:			

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit 1**.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$ \_\_\_\_\_

**Certificate of Exemption #** \_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit 2**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

\_\_\_\_\_  
Owner  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

\_\_\_\_\_  
Seller  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

**EXHIBIT 1:** Proposal  
**EXHIBIT 2:** Terms and Conditions

## **EXHIBIT 1**

[Attach proposal]

## EXHIBIT 2

### TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2018). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's properties for the purposes with which the District makes such purchase. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if

such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or **Exhibit 1**, this document shall control.

### Attachment 3

#### **CERTIFICATE OF ENTITLEMENT**

The undersigned authorized representative of **Towne Park Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_\_, 20\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated \_\_\_\_\_ with \_\_\_\_\_ (Contractor) for the construction of \_\_\_\_\_.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (*You must initial each of the following requirements.*)

- \_\_\_\_ 1. The attached Purchase Order is 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 Governmental Entity.
- \_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative  
of Governmental Entity

\_\_\_\_\_  
Title

\_\_\_\_\_  
Towne Park Community Development District  
Purchaser's Name

\_\_\_\_\_  
Date

Federal Employer Identification Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



**Towne Park  
Community Development District**

**Cost Share Agreement between the District and the  
Phase 1 HOA**

**COST SHARE AGREEMENT BETWEEN  
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AND  
TOWNE PARK ESTATES HOMEOWNERS ASSOCIATION, INC.**

**THIS AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in City of Lakeland, Florida, whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 ("District"), and

**TOWNE PARK ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 3020 South Florida Avenue, Suite 305, Lakeland, Florida 33803 ("Association", and together with the District, "Parties").

**RECITALS**

**WHEREAS**, the District was established by ordinance of the City Commission of City of Lakeland, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure including stormwater management facilities; and

**WHEREAS**, the District has the right to own, maintain and operate Tract C ("Pond 1") as reflected in the plat for *Towne Park Estates Phase 2A*, Plat Book 164, Pages 47 through 54, in the Official Records of Polk County, Florida, which is more particularly depicted in the map attached hereto as **Exhibit A** and incorporated herein by this reference (the "District Maintenance Area"); and

**WHEREAS**, the Association owns that portion of the Pond located outside of the District boundaries, which is reflected as Tract R-1 in the plat for *Towne Park Estates Phase 1-A*, Plat Book 140, Pages 33 through 39, in the Official Records of Polk County, Florida; and

**WHEREAS**, the Association further acknowledges that there may be further drainage of surface water into "Pond 2" within the District Maintenance Area; and

**WHEREAS**, for ease of administration and potential cost savings to property owners and residents, the Association desires to contract with the District to operate, maintain and generally manage the District Maintenance Area; and

**WHEREAS**, the District has entered into a contract for maintenance services (the "Maintenance Agreement") with [REDACTED] (the "Contractor"), for operation and maintenance of the District Maintenance Area, which Maintenance Agreement is attached hereto as **Exhibit B** and incorporated herein by reference; and

**WHEREAS**, the Parties desire to enter into an agreement whereby the Association agrees to fund a portion of the costs associated with the Maintenance Agreement between the District and Contractor.

**NOW, THEREFORE**, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

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

**2. MAINTENANCE CONTRACTS AND COST SHARING.**

**A. DISTRICT TO MAINTAIN THE POND.** The Parties acknowledge that it is in the best interest of the residents and property owners within the District for the District Maintenance Area to be kept in a condition reflecting the quality of the development within the District and desired by the Association. The District shall be responsible for overseeing the maintenance of the District Maintenance Area.

**B. SHARE OF EXPENSES.** The Association shall reimburse the District in an amount not to exceed **forty percent (40%) of the total compensation for Contractor** as provided in **Exhibit B**, plus any supplemental maintenance services approved by the Association in writing, as provided herein (the "Expenses"). The Expenses shall not include any administrative fees or overhead of the District, but shall only include those expenses directly related to the maintenance activity of the District Maintenance Area pursuant to **Exhibit B**

**C. ASSOCIATION'S APPROVAL OF SUPPLEMENTAL MAINTENANCE SERVICES.** The District shall notify the Association, in advance, of any supplemental maintenance services proposed to be provided in the District Maintenance Area. Prior to commencement of such supplemental services, the Association shall either approve such increase in writing or terminate this Agreement pursuant to Section 5. The Association shall not be required to compensate the District for any supplemental maintenance services performed in the District Maintenance Area without the Association's prior written consent.

**3. PAYMENT OF DISTRICT EXPENSES.** The Association shall make monthly payments to the District within ten (10) days after receipt of a written invoice from the District for the monthly maintenance services rendered for the District Maintenance Area, including any supplemental maintenance services approved pursuant to subsection 2(C) above.

**4. INSPECTION OF RECORDS; PAYMENT DISPUTES.** Upon request, the Association shall make available to the District for review at a reasonable time and place, its books and records with respect to the Expenses. In the event of a dispute between the Parties relating to the reimbursement of Expenses, the Association shall pay the amount requested by the District in the time frame set forth above. The Association shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the

right of the Association to dispute the correct amount of such required payment. Any dispute between the District and the Association that the Parties are unable to resolve through informal negotiations within thirty (30) days of notice of such dispute shall be referred to a mutually acceptable arbitrator, whose decision shall be binding on the Parties.

**5. TERMINATION.** The District and the Association shall each have the right to terminate this Agreement for any reason upon sixty (60) days' written notice. Upon termination, the District and the Association shall account to each other with respect to all matters outstanding as of the date of termination.

**6. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

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

**9. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Parties, as follows:

**A.** If to Association: Towne Park Estates Homeowners Association, Inc.  
c/o Highland Community Management, LLC  
3020 South Florida Avenue, Suite 305  
Lakeland, Florida 33803  
Attn: Denise Abercrombie

**B.** If to the District: Towne Park Community Development District  
c/o Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: Jane Gaarlandt

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Roy Van Wyk

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**10. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any and all disputes arising under this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

**11. TERM.** This Agreement shall become effective as of the date first written above, and shall remain in effect until September 30, 2019, unless terminated earlier by either party in accordance with this Agreement. This Agreement shall automatically renew annually, for an additional one (1) year period, unless otherwise terminated by either party in accordance with this Agreement.

**12. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**13. ATTORNEYS' FEES.** In the event either party is required to enforce this Agreement or any provision hereof through binding arbitration, court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the other party all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees, and other fees incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

**14. ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other. Any purported assignment without such approval shall be void.

**15. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**16. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES.** The terms and provisions hereof shall be binding upon and shall inure to the benefit of the District and the Association. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of

action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

**17. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is Jane Gaarlandt ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association 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 the Association 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 the Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, JANEG@FISHKIND.COM, OR 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.**

**18. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

**19. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and

such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the District and the Association execute this Agreement as of the date and year first written above.

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**TOWNE PARK ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

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

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

**Exhibit A:** District Maintenance Area  
**Exhibit B:** Maintenance Agreement

**Exhibit A**  
**District Maintenance Area**



**Exhibit B**  
**Maintenance Agreement**

*[Attach]*



**Towne Park  
Community Development District**

**RFP for Riverstone Phase 2**

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**CONSTRUCTION SERVICES FOR RIVERSTONE PHASE 2  
CITY OF LAKELAND, FLORIDA**

Notice is hereby given that the Towne Park Community Development District ("District") will receive proposals for the following District project:

Riverstone Phase 2 construction site work, including earthwork, utilities,  
roadways, and stormwater management improvements.

The Project Manual will be available beginning \_\_\_\_\_, \_\_\_\_\_, 2019, at \_\_\_\_\_:00 A/PM EST at the offices of the Towne Park Community Development District's ("District's") Engineer, \_\_\_\_\_, located at \_\_\_\_\_ or by calling ( ) \_\_\_\_\_ or emailing \_\_\_\_\_ . Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier's check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer directed to \_\_\_\_\_ at \_\_\_\_\_. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (2) Proposer will have minimum bonding capacity of \$1,000,000 from a surety company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Polk County and is a licensed contractor in the State of Florida.

Any and all questions relative to this project shall be directed in email only to \_\_\_\_\_ no later than 5:00PM EST, on \_\_\_\_\_, \_\_\_\_\_, 2019.

Firms desiring to provide services for this project must submit one (1) original and (1) electronic copy in PDF included with the submittal package of the required proposal no later than \_\_\_\_:00 A/PM EST, \_\_\_\_\_, \_\_\_\_\_, 2019, at the offices of \_\_\_\_\_.

Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at a public meeting to be held at 11:00 AM EST, Thursday, \_\_\_\_\_, 2019, at the offices of Highland Homes, 3020 South Florida Avenue, Suite 101, Lakeland, Florida 33803. No official action will be taken at the meeting. Proposals received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Towne Park Community Development District  
District Manager

Run Date: \_\_\_\_\_, \_\_\_\_\_, 2019

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**  
**EVALUATION CRITERIA**

**CONSTRUCTION SERVICES FOR RIVERSTONE PHASE 2 INFRASTRUCTURE IMPROVEMENTS**  
**CITY OF LAKELAND, FLORIDA**

---

**PERSONNEL** **(5 POINTS)**

---

E.g., geographic location of firm's headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

---

**EXPERIENCE** **(15 POINTS)**

---

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other community development districts in other contracts; character, integrity, reputation of respondent, etc.;

---

**UNDERSTANDING SCOPE OF WORK** **(20 POINTS)**

---

Demonstration of the Proposer's understanding of the project requirements.

---

**FINANCIAL CAPABILITY** **(10 POINTS)**

---

Extent to which the proposal demonstrates the adequacy of the Proposer's financial resources and stability as a business entity, necessary to complete the services required.

---

**SCHEDULE** **(25 POINTS)**

---

Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

---

**PRICE** **(25 POINTS)**

---

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

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**TOTAL POINTS** **(100 POINTS)**

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**Towne Park  
Community Development District**

**Agreements between the District and D S Boring, LLC**



**Towne Park  
Community Development District**

**Towne Parke 2-B East –  
Machine Trench L/E Main Line**

D S Boring, LLC  
14315 Wadsworth Drive  
Odessa FL. 33556

*Towne Park CDD*  
~~Highland Homes~~

RE: Town Park 2-B east

Date: 1/16/2019  
name Shamilyn Walsh  
Phone: 863-619-7103  
ext.227

	Quantity/FT	Cost	Total
1) <u>machine trench L/E main line</u>	<u>1690</u>	<u>\$6.25</u>	<u>\$10,562.50</u>
2) <u>prep pad sites</u>	<u>2</u>	<u>\$200.00</u>	<u>\$400.00</u>
			<u>\$0.00</u>
3) <u>materials- conduit, 90s, couplings, etc.</u>	<u>3900</u>	<u>\$4,250.00</u>	<u>\$4,250.00</u>
			<u>\$0.00</u>
			<u>\$0.00</u>
			<u>\$0.00</u>
Grand Total:			<u>\$15,212.50</u>

**Exclusions:** Permits, Fees, Certified As-Builts, Surveying, Testing,  
Density Tests, Mot, Landscaping, Irrigation, Concrete and sod  
DS BORING WILL SUPPLY ALL MATERIALS

Based on:

- 1) Proposal Good For 30 Days
- 2) Price Includes Labor and Equipment.
- 3) Proposal Becomes part Of Contract
- 4) To Be Field Measured Upon Completion
- 5) Payable on Completion
- 6) No retainage

Thank You For The Opportunity To Bid Your Projects

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

Company : \_\_\_\_\_

Signature: \_\_\_\_\_

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

Position: \_\_\_\_\_

PO#: \_\_\_\_\_

Thank You

Denver Douglas

Project Manager

Mobile: (813)731-1888

E-Mail: denverdouglas09@gmail.com



**Towne Park  
Community Development District**

**Towne Parke 2-B West –  
Machine Trench L/E Main Line**

D S Boring, LLC  
14315 Wadsworth Drive  
Odessa FL. 33556

Towne Park CDO

~~Highland Homes~~  
RE: Town Park 2-B WEST

Date: 1/16/2019  
name Shamilyn Walsh  
Phone: 863-619-7103  
ext.227

	Quantity/FT	Cost	Total
1) <u>machine trench L/E mainline</u>	<u>3910</u>	<u>\$6.25</u>	<u>\$24,437.50</u>
2) <u>materials - conduit , 90s, couplings, etc.</u>	<u>14000</u>	<u>\$13,900.00</u>	<u>\$13,900.00</u>
3) <u>purchase and install 2-4x4 concrete pullboxes</u>	<u>2</u>	<u>\$3,500.00</u>	<u>\$7,000.00</u>
			<u>\$0.00</u>
4) <u>pack and prep pad sites</u>	<u>9</u>	<u>\$200.00</u>	<u>\$1,800.00</u>
			<u>\$0.00</u>
5) <u>lighting is not included except for 2 lots if they</u>			<u>\$0.00</u>
<u>are in a common trench we will install for free</u>			<u>\$0.00</u>
<u>if in a separate trench pricing will apply</u>			
Grand Total:			<u>\$47,137.50</u>

**Exclusions:** Permits, Fees, Certified As-Builts, Surveying, Testing,  
Density Tests, Mot, Landscaping, Irrigation, Concrete and sod  
DS BORING WILL SUPPLY ALL MATERIALS

Based on:

- 1) Proposal Good For 30 Days
- 2) Price Includes Labor and Equipment.
- 3) Proposal Becomes part Of Contract
- 4) To Be Field Measured Upon Completion
- 5) Payable on Completion
- 6) No retainage

Thank You For The Opportunity To Bid Your Projects

Accepted By : \_\_\_\_\_  
Company : \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
PO#: \_\_\_\_\_

Thank You  
Denver Douglas  
Project Manager  
Mobile: (813)731-1888  
E-Mail: denverdouglas09@gmail.com



**Towne Park  
Community Development District**

**Towne Park 2-B Crossings –  
Compaction of Ditch Line in Two Lifts**

**D S Boring, LLC**  
14315 Wadsworth Drive  
Odessa FL 33556

**RE:** Highland Homes  
town park 2-B crossings

**Date:** 1/8/2019  
**ATTN:** Wayne Brackin  
**Phone:** 863-698-4760

	Quantity/FT	Cost	Total
1) <u>Compaction of ditch line in two lifts</u>	<u>8200 sq ft</u>	<u>\$1.05</u>	<u>\$8,610.00</u>
<u>Required per Lakeland Electric</u>			
2) _____			
3) _____			
_____			
_____			
_____			
_____			
Grand Total:			\$8,610.00

**Exclusions:** Permits, Fees, Certified As-Builts, Surveying, Testing, Density Tests, Mot, Landscaping, Irrigation, Concrete and sod  
DS boring will supply all materials

**Based on:**

- 1) Proposal Good For 30 Days
- 2) Price Includes Labor and Equipment.
- 3) Proposal Becomes part Of Contract
- 4) To Be Field Measured Upon Completion
- 5) Payable on Completion
- 6) No retainage
- 7) DS Boring will supply all materials

**Thank You For The Opportunity To Bid Your Projects**

**Accepted By :** \_\_\_\_\_  
**Company :** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Position:** \_\_\_\_\_  
**PO#:** \_\_\_\_\_

**Thank You**  
**Denver Douglas**  
**Project Manager**  
**Mobile: (813)731-1888**  
**E-Mail: denverdouglas09@gmail.com**



**Towne Park  
Community Development District**

**Agreement between the District and Gruit Pool  
Contractors for Pool Maintenance Services**

**AGREEMENT BETWEEN FRANCIA L. FERNANDEZ DBA  
GRUNIT POOL CONTRACTORS AND TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT FOR POOL MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 14<sup>th</sup> day of February, 2019 by and between:

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o District Manager, Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"), and

**FRANCIA L. FERNANDEZ DBA GRUNIT POOL CONTRACTORS**, with an address of 4855 Distribution Court, Suite 2, Orlando, Florida 32822 ("Contractor" and, together with the District, the "Parties").

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain community infrastructure, including among other things, a recreation facility inclusive of a pool (the "Facilities"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide pool maintenance services for the Facilities; and

**WHEREAS**, Contractor represents that it is qualified, licensed and insured to provide pool maintenance and janitorial services and has agreed to provide to the District those services identified in Contractor's proposal, dated February 1, 2019 attached hereto as **Exhibit A** and in compliance with the terms and conditions of this Agreement (the "Services"); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

**2. DESCRIPTION OF WORK AND SERVICES.** The Contractor agrees to provide the Services to the Facilities three (3) times per week as more particularly described in **Exhibit A**.

**A.** Contractor agrees to provide certain chemicals necessary to maintain chlorine, pH and alkalinity levels of waters held in the Pool, as defined hereafter, which chemicals may include but not be limited to liquid chlorine (sodium hypochlorate), non-

fuming pool acid, bi-carb, shock and shock-totes, calcium chlorite, cyanurics, CYA (stabilizer) and filter powder ("Chemicals"). For the avoidance of doubt, the parties agree that "Chemicals" does not include chemicals necessary to correct water chemistry imbalance caused by property negligence, vandalism, pool draining, faulty or inadequate electric service, inadequate circulation or Acts of God.

**B.** The Parties agree that the Contractor shall independently test the water chemistry of the Pool, and shall keep an accurate and up-to-date written log of such tests during the term of this Agreement and for two (2) years thereafter. In the event that such tests reveal that proper water chemistry is not being maintained, the Contractor shall promptly notify the District of the same, and the Contractor will add chemicals to the Pool as necessary to maintain proper water chemistry therein. All responsibility for maintenance of the Chemicals in the Pool shall accrue to and be the responsibility of the Contractor.

**C.** Contractor shall not be liable for default in the performance or discharge of its duty to deliver Chemicals under this Agreement to the extent caused by Acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Contractor's reasonable control.

**D.** Should the District desire that the Contractor provide additional work or services, such additional work or services shall be fully performed by the Contractor only after prior approval of the same by a written work authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first authorizes the Contractor to perform such additional work or services through an authorized and fully executed written work authorization. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, and the District reserves the right to retain a different contractor to perform any additional work or services.

**E.** To the extent that the terms of this Agreement conflict with any provisions of **Exhibit A**, this Agreement shall control.

**3. COMPENSATION AND TERM.** The District agrees to compensate Contractor Nine Hundred Fifty Dollars (\$950.00) per month for providing pool maintenance services and Four Hundred Dollars (\$400.00) per month for providing janitorial services for a total of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month for the Services set forth in this Agreement. The annual total under this Agreement shall not exceed Sixteen Thousand Two Hundred Dollars (\$16,200.00). The District shall provide payment within thirty (30) days of receipt of invoices. The term of this Agreement shall be from the date and year first written above through September 30, 2019, unless extended by the Parties or terminated earlier in accordance with the terms of this Agreement.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Services as specified in this Agreement or any work authorization (see Section 2.D. herein) issued in connection with this Agreement. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In conducting the Services, Contractor shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, the Contractor shall immediately notify the District and repair or replace all damaged property to the satisfaction of the District.

**5. INSURANCE.**

**A.** Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$3,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its officers, supervisors, staff and employees shall be named as additional insureds. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, 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.

**C.** If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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.

**6. INDEMNIFICATION.**

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

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

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

remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

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

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

**11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**12. TERMINATION.** The District agrees that Contractor may terminate this Agreement by providing thirty (30) days written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with or without cause by providing written notice of termination to Contractor. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor. Failure of Contractor to have obtained the necessary permits and licenses to perform under this Agreement shall constitute a default and this Agreement shall terminate immediately.

**14. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**17. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

**20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

If to Contractor:	Francia L. Fernandez dba Grunit Pool Contractors 4855 Distribution Court, Suite 2 Orlando, Florida 32822 Attn: Francia L. Fernandez
-------------------	---

If to the District:

Towne Park Community  
Development District  
Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Roy Van Wyk

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

**24. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jane Gaarlandt** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the

District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, JANEG@FISHKIND.COM, 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.**

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

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

**27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is

now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**FRANCIA L. FERNANDEZ, DBA  
GRUNIT POOL CONTRACTORS**

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

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

**Exhibit A:** Contractor’s proposal, dated February 1, 2019

## Exhibit A



### POOL SERVICE AGREEMENT FOR TOWNE PARK 11 CDD

#### **BACKGROUND OF AGREEMENT**

This agreement entered on the...02/01/2019 and ending the...12/31/2019..... Between Grunit Pool Contractors at 4855 Distribution Court Suite 2, Orlando FL 32822 hereafter referred to as GPC and TOWNE PARK 11 CDD hereafter referred to as ASSOCIATION is to verify and bind the duties negotiated and determined between the two parties for the pool cleaning rights to the ASSOCIATION swimming pool.

TOWNE PARK 11 CDD is the owner of the following facilities:-

[1] Swimming Pool

#### **AGREEMENT**

In consideration of the mutual provision and covenants set forth in the agreement, the parties agree as follows:-

1. GPC will provide 3 day a week service to ASSOCIATION pool \$950.00/month  
Janitorial 3 days a week \$400.00/month

The fee for 3 days a week pool cleaning service and chemicals.

Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer giving you and your resident's safer water.

The fee is subject to change as approved by both GPC and ASSOCIATION.

TOWNE PARK 11 CDD to provide all pool safety equipment, pole and pool net.

- A Vacuum brush and net the pool
- B Monitor and adjust the chemicals as needed to ensure safe water and keep proper records for County health departments.
- C Report and document all physical, electrical and mechanical problems to Resort supervisors.
- D Clean filtration grids as needed.
- E Clean gutters and tiles as required
- F Supply all chemicals to Pool.
- G Chlorine shock pools as needed
- H Blow off deck and straighten furniture
- I Janitorial services to include:
  - a. Clean sinks and urinals with bleach
  - b. Clean floors
  - c. Empty trash
  - d. Clean mirror
  - e. Replenish paper products and soap

## Licensee Details

### Licensee Information

Name: **FERNANDEZ, FRANCIA L (Primary Name)**  
**GRUNIT POOL CONTRACTORS (DBA Name)**

[View Types of Work  
Licensee Can Perform](#)

Main Address: **10090 OAK CREST RD  
ORLANDO Florida 32829**

County: **ORANGE**

License Mailing:

LicenseLocation: **4803 DISTRIBUTION CT UNIT #11  
ORLANDO FL 32822**

County: **ORANGE**

### License Information

License Type: **Certified Pool/Spa Contractor**  
Rank: **Cert Pool**  
License Number: **CPC1458314**  
Status: **Delinquent,Active**  
Licensure Date: **12/12/2012**  
Expires: **08/31/2018**

Special Qualifications	Qualification Effective
<b>Pool/Spa Servicing Contractor</b>	<b>12/12/2012</b>
<b>Construction Business</b>	<b>12/12/2012</b>

### Types of Work Licensee Can Perform

#### Pool/Spa Servicing Contractor

This contractor can repair or service any swimming pool or spa, both public or private. This contractor can repair or replace existing equipment, install new equipment, work on interior finishes, reinstall or add pool heaters, repair or replace perimeter piping and filter piping, repair equipment rooms and housing, and drain pools or spas for purposes of repair. This contractor cannot make direct connections to water or sewer lines.

Water treatment and cleaning that does not require the installation, construction, replacement, or modification of equipment does not require a license. Filters may be changed without a license.

### Alternate Names

### [View Related License Information](#)

**View License Complaint**

\*\*\*\*\*  
**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



**Towne Park  
Community Development District**

**Discussion Relative to District Engineer**

*(provided under separate cover)*



**Towne Park  
Community Development District**

**Funding Request #2**

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request #2**  
**Boundary Amendment Phase 2A**  
1/31/2019

Item No.	Payee	Invoice Number	Phase 2A TP II,LLC
1	Hopping Green & Sams Boundary Amendment Phase 2A	105195	\$ 103.00
		<b>TOTAL</b>	<b><u>\$103.00</u></b>

Chairperson

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

January 25, 2019

Towne Park Community Development District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

Bill Number 105195  
Billed through 12/31/2018

**Boundary Amendment - Phase 2A**  
**TPKCDD 00108 RVW**

**FOR PROFESSIONAL SERVICES RENDERED**

12/06/18	AHJ	Prepare updates to development files; attend development status conference call.	0.10 hrs
12/20/18	RVW	Confer with Wertz regarding legal description of parcels regarding boundary amendment.	0.30 hrs
Total fees for this matter			\$103.00

**MATTER SUMMARY**

Jaskolski, Amy H. - Paralegal	0.10 hrs	145 /hr	\$14.50
Van Wyk, Roy	0.30 hrs	295 /hr	\$88.50
TOTAL FEES			\$103.00

**TOTAL CHARGES FOR THIS MATTER**

-----  
**\$103.00**

**BILLING SUMMARY**

Jaskolski, Amy H. - Paralegal	0.10 hrs	145 /hr	\$14.50
Van Wyk, Roy	0.30 hrs	295 /hr	\$88.50
TOTAL FEES			\$103.00

**TOTAL CHARGES FOR THIS BILL**

-----  
**\$103.00**

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

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

January 25, 2019

Towne Park Community Development District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

## Boundary Amendment - Phase 2A

00108 TPKCDD RVW

Our records indicate that the following bills are outstanding:

DATE	BILL NO.	AMOUNT BILLED	AMOUNT DUE
10/26/2018	103430	\$269.50	\$269.50

**TOTAL BALANCE DUE:**

=====  
**\$269.50**

0 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 121 Days
\$0.00	\$0.00	\$0.00	\$269.50	\$0.00

# Hopping Green & Sams

Attorneys and Counselors

January 25, 2019

Towne Park Community Development District  
c/o Ms. Jane Gaarlandt  
Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817

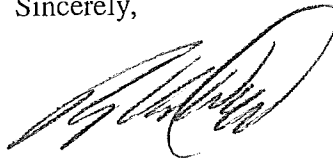
Re: Towne Park Community Development District

Dear Jane:

Enclosed please find our billing statements on behalf of the Towne Park Community Development District (the "District"), for services rendered and expenses incurred through the month of December, 2018. Also enclosed is a reminder statement with a past due amount. Please remit payment as soon as possible.

If you have any questions, please feel free to give me a call.

Sincerely,



Roy Van Wyk

RVW/lk

Enclosures



**Towne Park  
Community Development District**

**Payment Authorization No. 97 – 99**

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #97**  
12/21/2018

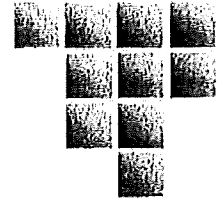
Item No.	Payee	Invoice Number	General Fund
1	<b>Fishkind &amp; Associates</b> DM fees & reimbursables	23831	\$ 2,261.87
<b>TOTAL</b>			<b>\$ 2,261.87</b>

  
\_\_\_\_\_  
Chairperson

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

TP PA 97

**FISHKIND  
& ASSOCIATES**



## Invoice

Invoice #:	23831
12/10/2018	

Towne Park DM  
c/o Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

RECEIVED DEC 14 2018

File: TowneParkDM

Towne Park CDD

Services:	Amount
District Management Fee: Dec 2018	2,083.33
Website Fee	75.00
UPS	22.32
Postage	4.70
Car Rental	56.52
Gas	20.00

Please include the invoice  
number on your remittance  
and submit to:

**Fishkind & Associates, Inc.**  
12051 Corporate Blvd.  
Orlando, FL 32817  
Ph: 407-382-3256  
Fax: 407-382-3254  
www.fishkind.com

Balance Due

\$2,261.87

## Account Summary Report

Date Range: Nov 1, 2018 to Nov 30, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PHP Account Number
ORLANDO, FL	1W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Places	Total Charged
Tamne Park CDD		10	\$4,700
Grand Total			\$4,700

UPS No: 1Z1Y9R280190667408		Shipper	Receiver	Freight	61.23
Pickup Date	10/26/2018	FISHKIND & ASSOCIATES	U.S. BANK, N.A.-CDD	Fuel Surcharge	5.67
Service Level	Next Day Air	12051 CORPORATE BOULEVARD	EP-MN-01LB		
Weight	1 lb	ORLANDO	1200 ENERGY PARK DRIVE		
Zone	106	FL 32817	SAINT PAUL		
Payer	Shipper	AMANDA LANE	MN 55108		
			LOCKBOX SERVICES-12-		
Bill Reference: Blackburn, Towne, Silverleaf		1 count		Total	66.95
Blackburn, Towne, Silverleaf				Sub Total	83.69

22.32

Reimbursable by Dist? Y

FISHKIND & ASSOCIATES, INC.  
Expense Report

Account Code: Towne Park II

Employee Name: Dexter Glasgow

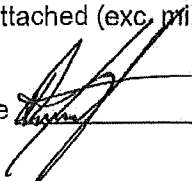
Travel to: Lakeland FL

Purpose of trip/meeting: Site visit

	Date	Vendor/Notes	Company Cr.Card	Personal Exp.
Airfare		Attach itinerary and/or boarding pass.	-----	
Hotel				
Meals				
Meals				
Meals				
Car rental	11/8/18	Enterprise	\$56.52	
Parking				
Tolls				
Mileage		miles @ \$0.545 per mile	-----	
Mileage		miles @ \$0.545 per mile	-----	
Fuel	11/8/18	RaceTrac	\$20.00	
Other				
Other				
TOTALS			\$76.52	

Attach receipt for all credit card charges.

Personal expenses will be reimbursed only if receipt is attached (exc. mileage).

Employee signature 

For accounting use only:			
<input type="checkbox"/> Recorded in client file.			Batch
	Airfare		
	Auto-related		
	Lodging		
	Meals		

RaceTrac 601  
11801 University Blv  
Orlando , FL 32817  
(407) 248-9215  
For Guest Experience  
Comments, Please  
Call 888.636.5589 or  
go to racetrac.com

Term: JD12086375001  
Appr: 008005  
Seq#: 051310  
PUMP No. 12  
Grade: Unl-87  
Gallons: 8.232 G  
Price: \$2.429/Gal  
Total Fuel: \$20.00  
As advertised,  
E20 Flex Fuel may be  
offered in place of  
E15 Gasoline  
TOTAL SALE \$20.00  
Visa \$20.00

Capture

Visa  
XXXXXXXXXXXX6618  
Swiped

11/08/2018 09:42:07

I agree to pay the  
above Total Amount  
according to Card  
Issuer Agreement.  
OFFER ON BACK  
NO LONGER VALID

HOW ARE WE DOING?  
GUEST@RACETRAC.COM  
11/8/2018 9:43:47

ENTERPRISE LEASING COMPANY OF ORLANDO, 1441 ALAFAYA TRAIL, OVIEDO, FL 327659171 (407) 971-4933

<b>RENTAL AGREEMENT</b> 998361	<b>REF#</b> 3ZRZW4	<b>SUMMARY OF CHARGES</b>					
<b>RENTER</b> GLASGOW, DEXTER		<b>Charge Description</b>	<b>Date</b>	<b>Quantity</b>	<b>Per</b>	<b>Rate</b>	<b>Total</b>
		TIME & DISTANCE	11/06 - 11/08	3	DAY	\$50.00	\$150.00
		REFUELING CHARGE	11/06 - 11/08				\$0.00
		<b>Subtotal:</b>					<b>\$150.00</b>
<b>DATE &amp; TIME OUT</b> 11/06/2018 09:51 AM <b>DATE &amp; TIME IN</b> 11/08/2018 02:24 PM		<b>Taxes &amp; Surcharges</b>					
		FL WASTE TIRE & BATTERY FEE	11/06 - 11/08	3	DAY	\$0.02	\$0.06
		SALES TAX	11/06 - 11/08			7%	\$11.09
<b>BILLING CYCLE</b> 24-HOUR		SC REC - FL SURCHG RECOV	11/06 - 11/08	3	DAY	\$2.00	\$6.00
		VEHICLE LICENSE FEE RECOVERY	11/06 - 11/08	3	DAY	\$0.80	\$2.40
		<b>Total Charges:</b>					<b>\$169.55</b>
<b>CAR CLASS CHARGED</b> FCAR		<b>Bill-To / Deposits</b>					
		DEPOSITS					(\$169.55)
<b>VEH #1 2017 NISN ARMA DSV4</b> VIN# JN8AY2NC9H9509401 LIC# AK85833 MILES DRIVEN 560 CAR CLASS: FFAR		<b>Total Estimated Amount Due</b>					<b>\$0.00</b>
		<b>PAYMENT INFORMATION</b>					
		<b>AMOUNT PAID</b>	<b>TYPE</b>	<b>CREDIT CARD NUMBER</b>			
		\$169.55	Visa	xxxxxxxxxxxx6818			

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

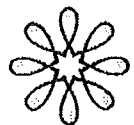
**Payment Authorization #98**

1/10/2019

Item No.	Payee	Invoice Number	General Fund
1	<b>Floralawn</b>		
	Irrigation repairs 1.3.2019	83482	\$ 105.59
	Landscape improvements 1.01.2019	83440	\$ 2,734.00
2	<b>Lakeland Electric</b>		
	Billing Date 01.03.2019 - 5107 White Egret Ln #W/I	3555224-2018.12	\$ 91.23
	Billing Date 01.03.2019 - 3606 Peregrine Way #W/I	3555225-2018.12	\$ 73.30
	Billing Date 01.03.2019 - 3883 White Ibis Rd. #Rec	3568145-2018.12	\$ 712.58
3	<b>Resort Pool Services DBA</b>		
	Amenity Maintenance	9134	\$ 1,350.00
		<b>TOTAL</b>	<b>\$ 5,066.70</b>

---

Chairperson



**floralawn** P.O. Box 91597  
Premier Lawn & Pest Lakeland, FL 33804

## Invoice

Date	Invoice #
1/3/2019	83482

PA 98

Bill To
Towne Park CDD 12051 Corporate Blvd Orlando, FL 32817

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Irrigation repairs above the monthly maintenance for December, 2018 Labor and materials to make needed repairs: (2) Rotor 4"  Service completed 12/13/2018	105.59	105.59

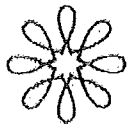
RECEIVED JAN 03 2019

Thank you for your business.

**Total** \$105.59

**Balance Due** \$105.59

Phone #	Fax #	Web Site
863-668-0494	863-668-0495	www.floralawn.com



**floralawn**  
Premier Lawn & Pest

P.O. Box 91597  
Lakeland, FL 33804

PA 98

# Invoice

Date	Invoice #
1/1/2019	83440

Bill To
Towne Park CDD 12051 Corporate Blvd Orlando, FL 32817

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn maintenance 3020 S Florida Ave - Lakeland, FL 33803	2,260.00	2,260.00
1	Interior pest control	75.00	75.00
1	Lawn fertilization program for St. Augustine Sod	135.00	135.00
1	Shrub fertilization program	34.00	34.00
1	Monthly irrigation system checks	120.00	120.00
1	Mailbox area ant treatments	110.00	110.00
	Billing For January 2019		

Thank you for your business.

**Total** \$2,734.00

**Balance Due** \$2,734.00

Phone #	Fax #	Web Site
863-668-0494	863-668-0495	www.floralawn.com

## Monica Sutera

---

**From:** Shamilyn Walsh <s.walsh@highlandhomes.org>  
**Sent:** Wednesday, January 16, 2019 9:25 AM  
**To:** King, Keenan  
**Cc:** Monica Sutera; Joel Adams  
**Subject:** RE: Excess Impact Credits

Good Morning Keenan,

I was out of the office yesterday myself. Thank you for the update and the credits to the account. I will have a payment processed for account 3555225 right away.

Monica – Please use this email as backup to revise Payment Authorization #98. I will have is approved and returned to you today.

Regards,

*Shamilyn Walsh*

**Highland Homes**  
Land Development  
3020 S. Florida Ave, Suite 101  
Lakeland, FL 33803  
863.619.7103 Ext 227



**From:** King, Keenan <Keenan.King@lakelandgov.net>  
**Sent:** Tuesday, January 15, 2019 9:49 AM  
**To:** Shamilyn Walsh <s.walsh@highlandhomes.org>  
**Subject:** Excess Impact Credits

Good morning Ms. Shambilyn,

I apologize for the delay ma'am as I have been out of the office unexpectedly. I did manage to credit both accounts/locations for the 3 months work of excess impact fees that should not have billed but unfortunately I am unable to send a revised invoice. I am attaching screenshots of the current account balances/credits for 3606 Peregrine Wy and 5107 White Egret Ln to reflect the outstanding amounts for each location. If you have any questions please do not hesitate to contact me and again I apologize for the inconvenience. Thank you.

# Navigate



## Account (3555224) TOWNE PARK

Search:

More

- (3555224) TOWNE PARK COMMUNITY DEVELOPEME
- (1462310) TOWNE PARK COMMUNITY DEVELOPE
- (2175844) 5107 WHITE EGRET LN # W/I
- (WAIRG) Wtr Irrigation Service (CUTON)
- Serial No 53499210 - Meter Type S
- City# 4422982 Asset Type BKFLO

Identification

History

Collections

Alerts

Memos

Address/Phone

Attrib



### Account History

Billed_Owing	Current Balance	Carry Forward	Due If 1
0.00	-1056.86		

Date	Description	Due	Amount
Jan-11-2019	Water Excess Impact Fees		-3780.00
Jan-04-2019	Penalty Charge		3.50
Jan-03-2019	REGLR Bill Charges	Jan-3...	1351.23
Jan-03-2019	WA Deposit Interest		-4.25
Dec-14-2018	Kubra Payment		-1250.10
Dec-04-2018	REGLR Bill Charges (Paid late)	Jan-0...	1369.16
Dec-04-2018	WA Deposit Interest		-4.86
Dec-03-2018	Penalty Charge		3.50
Nov-30-2018	PCTC OCR Mail Payment		-73.30
Nov-01-2018	REGLR Bill Charges (Paid late)	Nov-...	1333.30
Nov-01-2018	WA Deposit Interest		-4.27
Oct-26-2018	PCTC OCR Mail Payment		-2520.00
Oct-18-2018	PCTC OCR Mail Payment		-101.99
Oct-05-2018	Penalty Charge		3.50
Oct-03-2018	REGLR Bill Charges	Oct-3...	1361.99
Oct-03-2018	WA Deposit Interest		-4.27
Sep-24-2018	PCTC OCR Mail Payment		-164.03
Sep-04-2018	REGLR Bill Charges (Paid late)	Oct-0...	1428.89
Sep-04-2018	WA Deposit Interest		-4.86
Aug-20-20...	PCTC OCR Mail Payment		-182.38

## Navigate

Search:

More

- (3555225) TOWNE PARK COMMUNITY DEVELOPEME
- (1462310) TOWNE PARK COMMUNITY DEVELOPE
- (2175845) 3606 PEREGRINE WY # W/I
- (WAIRG) Wtr Irrigation Service (CUTON)
- Serial No 30009233 - Meter Type S
- City# 4422998 Asset Type BKFLO

## Account (3555225) TOWNE PARK

Identification History Collections Alerts Memos Address/Phone Attrib



### Account History

Billed_Owing	Current Balance	Carry Forward	Due If 1
63.08	63.08		

Date	Description	Due	Amount
Jan-15-2019	Penalty Charge - Adjustment		-28.00
Jan-11-2019	Water Excess Impact Fees		-5145.00
Jan-04-2019	Penalty Charge		28.00
Jan-03-2019	REGLR Bill Charges	Jan-3...	1788.30
Jan-03-2019	WA Deposit Interest		-6.14
Dec-14-2018	Kubra Payment		-2055.69
Dec-04-2018	REGLR Bill Charges (Paid late)	Jan-0...	3770.69
Dec-04-2018	WA Deposit Interest		-7.00
Dec-03-2018	Penalty Charge		11.72
Nov-30-2018	PCTC OCR Mail Payment		-1457.29
Nov-01-2018	REGLR Bill Charges (Paid late)	Nov-...	3172.29
Nov-01-2018	WA Deposit Interest		-6.15
Oct-26-2018	PCTC OCR Mail Payment		-3430.00
Oct-18-2018	PCTC OCR Mail Payment		-134.27
Oct-05-2018	Penalty Charge		3.50
Oct-03-2018	REGLR Bill Charges	Oct-3...	1849.27
Oct-03-2018	WA Deposit Interest		-6.15
Sep-24-2018	PCTC OCR Mail Payment		-118.16
Sep-04-2018	REGLR Bill Charges (Paid late)	Oct-0...	1840.16
Sep-04-2018	WA Deposit Interest		-7.00
Aug-20-20...	PCTC OCR Mail Payment		-301.32

## Keenan Ganzy-King

Accounting Clerk II

Customer Billing

Finance Department

[City of Lakeland](#)

p. 863.834.8276

f. 863.834.8281

[facebook.com/lakelandgov](#)

[@lakelandgov](#)



### PUBLIC RECORDS NOTICE:

All e-mail sent to and received from the City of Lakeland, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.



Retain This Portion For Your Records

Service Location:  
5107 WHITE EGRET LN # W/I  
LAKELAND FL 33811 US

## ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	01/03/2019
Account Number :	3555224
Total Amount Due :	\$ 2,719.64
Payment Due Date :	01/31/2019
Payments/Credits since Last Bill :	\$ -1,254.35
Previous Balance Remaining :	\$ 1,368.41
DUE BY 01/15/2019 TO AVOID DISCONNECT	

## ACCOUNT DETAIL

	Itemized Charges	Total Charges
<b>Water Irrigation</b>		
Irrigation Commercial Inside Monthly Base Charge.....	\$ 26.19	
Water-1000 gal - 13 @ 2.61.....	\$ 33.93	
Water-1000 gal - 7 @ 3.26.....	\$ 22.82	
Inside the City Utility Tax.....	\$ 8.29	
<b>Current Water Irrigation Charges.....</b>		<b>91.23</b>
<b>Other Services</b>		
Water Excess Impact Fees.....	\$ 1,260.00	
<b>Other Services and Account Charges.....</b>		<b>1,260.00</b>
<b>TOTAL CURRENT CHARGES</b>		<b>\$ 1,351.23</b>
<b>TOTAL AMOUNT SUBJECT TO PENALTY AFTER 01/31/2019</b>		<b>\$ 2,719.64</b>

[www.lakelandelectric.com](http://www.lakelandelectric.com)

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006 834-9535

LX2019010319245400.xml-225-000004059

Please return this stub along with your payment and note the account number on your check or money order to ensure proper credit to your account.



000113 000004059



TOWNE PARK COMMUNITY DEVELOPMENT DIST  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450



2

Please note address changes on the back of the payment stub.

## PAYMENT SECTION

Account Number :	3555224
Disconnect Amt Due 01/15/2019	\$ 1,368.41
Total Amt Due 01/31/2019	\$ 2,719.64
Amount Enclosed :	_____

VISIT OUR NEW EXPRESS PAY KIOSKS  
Payments will post to your account immediately.

Scan this QR code at our  
Express Pay kiosk  
to go directly to your account

Please see back of stub for kiosk locations.



0 000000000271964 000000035552249 0 000000000271964 000000035552249

## CITY OF LAKELAND DEPARTMENT OF ELECTRIC UTILITIES

Service Reading	Meter Number	Current Read Date	Current Reading	Prior Read Date	Prior Reading	No. of Days	Billed Usage	Prior Month	Same Month Last Year
Water-1000 gal	53499210	01/02/2019	1297	12/03/2018	1277	30	20	25	134

## Important Phone Numbers

Electric / Water Billing Inquiries .....	863-834-9535	24-Hour Power Outage Reporting .....	866-834-4248
Wastewater / Solid Waste Billing .....	863-834-8276	24-Hour Payment Hotline .....	863-834-9535
Fallen Power Lines / Water Outages.....	863-834-4248	TDD (For Hearing Impaired) .....	863-834-8333
False Alarms (Lakeland Police Dept).....	863-834-6940	Recycling .....	863-834-8774
Miscellaneous Fire Dept Billings .....	863-834-8201	Surge Protection .....	863-834-1500

LX2019010319245400.xml-220-000001059

Lakeland Electric collects social security numbers for the following purposes: account classification; customer identification; verification; billing; payment; creditworthiness and any lawful purposes in the conduct of Lakeland Electric business.

Please Change Mailing Address To:

---



---



---

Telephone Number:

---

## EXPRESS PAY KIOSK LOCATIONS

**Drive-Through Kiosk**  
Lakeland Electric - 501 E. Lemon Street

**Walk-Up Kiosk**  
Larry R Jackson Library - 1700 N. Florida Ave.  
Kelly Recreation Center - 404 Imperial Blvd.  
Town Center - 989 E Memorial Blvd.



Retain This Portion For Your Records

Service Location:  
3606 PEREGRINE WY # W/I  
LAKELAND FL 33811 US

## ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	01/03/2019
Account Number :	3555225
Total Amount Due :	\$ 5,208.08
Payment Due Date :	01/31/2019
Payments/Credits since Last Bill :	\$ -2,061.83
Previous Balance Remaining :	\$ 3,419.78
DUE BY 01/15/2019 TO AVOID DISCONNECT	

## ACCOUNT DETAIL

	Itemized Charges	Total Charges
<b>Water Irrigation</b>		
Irrigation Commercial Inside Monthly Base Charge.....	\$ 26.19	
Water-1000 gal - 13 @ 2.61.....	\$ 33.93	
Water-1000 gal - 2 @ 3.26.....	\$ 6.52	
Inside the City Utility Tax.....	\$ 6.66	
Current Water Irrigation Charges.....		73.30
<b>Other Services</b>		
Water Excess Impact Fees.....	\$ 1,715.00	
Other Services and Account Charges.....		1,715.00
<b>TOTAL CURRENT CHARGES</b>		<b>\$ 1,788.30</b>
<b>TOTAL AMOUNT SUBJECT TO PENALTY AFTER 01/31/2019</b>		<b>\$ 5,208.08</b>

[www.lakelandelectric.com](http://www.lakelandelectric.com)

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006 834-9535

LX2019010319245400.xml:227-000004059

Please return this stub along with your payment and note the account number on your check or money order to ensure proper credit to your account.



000114 000004059



TOWNE PARK COMMUNITY DEVELOPMENT DIST  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450



2

Please note address changes on the back of the payment stub.

## PAYMENT SECTION

Account Number :	3555225
Disconnect Amt Due 01/15/2019	\$ 3,419.78
Total Amt Due 01/31/2019	\$ 5,208.08
Amount Enclosed :	_____

VISIT OUR NEW EXPRESS PAY KIOSKS  
Payments will post to your account immediately.

Scan this QR code at our  
Express Pay kiosk  
to go directly to your account

Please see back of stub for kiosk locations.



0 000000000520808 000000035552256 0 000000000520808 000000035552256

## CITY OF LAKELAND DEPARTMENT OF ELECTRIC UTILITIES

Service Reading	Meter Number	Current Read Date	Current Reading	Prior Read Date	Prior Reading	No. of Days	Billed Usage	Prior Month	Same Month Last Year
Water-1000 gal	30009233	01/02/2019	2428	12/03/2018	2413	30	15	443	149

## Important Phone Numbers

Electric / Water Billing Inquiries .....	863-834-9535	24-Hour Power Outage Reporting .....	866-834-4248
Wastewater / Solid Waste Billing .....	863-834-8276	24-Hour Payment Hotline .....	863-834-9535
Fallen Power Lines / Water Outages.....	863-834-4248	TDD (For Hearing Impaired) .....	863-834-8333
False Alarms (Lakeland Police Dept).....	863-834-6940	Recycling .....	863-834-8774
Miscellaneous Fire Dept Billings .....	863-834-8201	Surge Protection .....	863-834-1500

LX2010910319245400.xml-228-000004059

Lakeland Electric collects social security numbers for the following purposes: account classification; customer identification; verification; billing; payment; creditworthiness and any lawful purposes in the conduct of Lakeland Electric business.

Please Change Mailing Address To:

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Telephone Number:

---

## EXPRESS PAY KIOSK LOCATIONS

Drive-Through Kiosk  
Lakeland Electric - 501 E. Lemon Street

Walk-Up Kiosk  
Larry R Jackson Library - 1700 N. Florida Ave.  
Kelly Recreation Center - 404 Imperial Blvd.  
Town Center - 989 E Memorial Blvd.



Retain This Portion For Your Records

**Service Location:**  
3883 WHITE IBIS RD # REC  
LAKELAND FL 33811 US

## ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	01/03/2019
Account Number :	3568145
Total Amount Due :	\$ 712.58
Payment Due Date :	01/31/2019
Payments/Credits since Last Bill :	\$ -875.54
Previous Balance was a Credit :	\$ -6.34

## ACCOUNT DETAIL

	Itemized Charges	Total Charges
<b>Electric Service</b>		
General Service Customer Charge.....	\$ 13.00	
Electric 5310 KWH @ 0.05015.....	\$ 266.29	
Environmental Charge 5310 KWH @ 0.0021099.....	\$ 11.20	
Fuel Charge 5310 KWH @ 0.03875.....	\$ 205.76	
Florida Gross Receipts Tax.....	\$ 12.73	
Florida Regulatory Commission Surcharge.....	\$ 0.08	
Florida Sales Tax.....	\$ 35.38	
Polk County Sales Surtax.....	\$ 5.09	
Inside the City Utility Tax.....	\$ 31.23	
<b>Current Electric Service Charges.....</b>		<b>580.76</b>
<b>Water Service</b>		
Water Commercial Inside Monthly Base Charge.....	\$ 26.19	
Water-1000 gal - 2 @ 2.44.....	\$ 4.88	
Inside the City Utility Tax.....	\$ 3.11	
<b>Current Water Service Charges.....</b>		<b>34.18</b>
<b>Other Services</b>		
Solid Waste Commercial.....	\$ 17.05	
Wastewater Service.....	\$ 58.41	
Stormwater Service.....	\$ 28.52	
<b>Other Services and Account Charges.....</b>		<b>103.98</b>

Continued on next page...

**www.lakelandelectric.com**

Please make checks payable to Lakeland Electric P.O. Box 32006 Lakeland, FL 33802-2006 834-9535

LX2019010319245400.xml-220-000004059

Please return this stub along with your payment and note the account number on your check or money order to ensure proper credit to your account.



000115 000004059



TOWNE PARK COMMUNITY DEVELOPMENT DIST  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450



2

Please note address changes on the back of the payment stub.

## PAYMENT SECTION

Account Number :	3568145
Total Amt Due 01/31/2019	\$ 712.58
Amount Enclosed :	_____

**VISIT OUR NEW EXPRESS PAY KIOSKS**  
Payments will post to your account immediately.

Scan this QR code at our  
Express Pay kiosk  
to go directly to your account

Please see back of stub for kiosk locations.



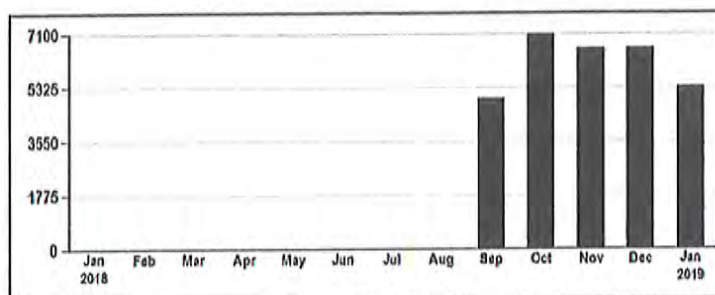
0 000000000071258 000000035681451 0 000000000071258 000000035681451

## CITY OF LAKELAND DEPARTMENT OF ELECTRIC UTILITIES

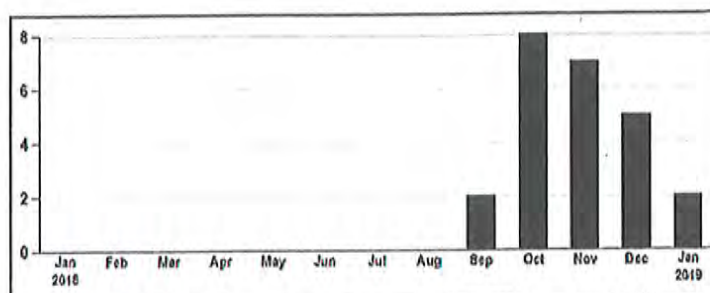
TOTAL CURRENT CHARGES \$ 718.92

TOTAL AMOUNT SUBJECT TO PENALTY AFTER 01/31/2019 \$ 712.58

Service Reading	Meter Number	Current Read Date	Current Reading	Prior Read Date	Prior Reading	No. of Days	Billed Usage	Prior Month	Same Month Last Year
Electric-KWH	306681	01/02/2019	48441	12/03/2018	43131	30	5310	6597	0
Water-1000 gal	30009269	01/02/2019	124	12/03/2018	122	30	2	5	0



Electric Service



Water Service

## Important Phone Numbers

Electric / Water Billing Inquiries ..... 863-834-9535  
 Wastewater / Solid Waste Billing ..... 863-834-8276  
 Fallen Power Lines / Water Outages..... 863-834-4248  
 False Alarms (Lakeland Police Dept)..... 863-834-6940  
 Miscellaneous Fire Dept Billings ..... 863-834-8201

24-Hour Power Outage Reporting ..... 866-834-4248  
 24-Hour Payment Hotline ..... 863-834-9535  
 TDD (For Hearing Impaired) ..... 863-834-8333  
 Recycling ..... 863-834-8774  
 Surge Protection ..... 863-834-1500

LX2019010319245400.xml-230-000004059

Lakeland Electric collects social security numbers for the following purposes: account classification; customer identification; verification; billing; payment; creditworthiness and any lawful purposes in the conduct of Lakeland Electric business.

Please Change Mailing Address To:

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Telephone Number:

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## EXPRESS PAY KIOSK LOCATIONS

Drive-Through Kiosk  
 Lakeland Electric - 501 E. Lemon Street

Walk-Up Kiosk  
 Larry R Jackson Library - 1700 N. Florida Ave.  
 Kelly Recreation Center - 404 Imperial Blvd.  
 Town Center - 989 E Memorial Blvd.

PA 98

Resort Pool Services DBA  
1171 Mesa Verde Court  
Clermont, FL 34711 US  
321-689-6210  
r.mc@hotmail.com



Invoice 9134

BILL TO  
TOWNE PARK 11CDD  
12051 Corporate Blvd  
orlando, FL 32817 USA

SHIP TO  
TOWNE PARK 11CDD  
12051 Corporate Blvd  
orlando, FL 32817 USA

DATE  
01/01/2019

PLEASE PAY  
\$1,350.00

DUE DATE  
01/16/2019

ACTIVITY	QTY	RATE	AMOUNT
Maintenance and install Pool Service	1	950.00	950.00
Maintenance and install JANITORIAL	1	400.00	400.00

TOTAL DUE

\$1,350.00

THANK YOU.

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #99**

1/31/2019

Item No.	Payee	Invoice Number	General Fund
1	<b>Bright House Networks</b> Internet service for clubhouse - 2019.1	77420101011719	\$ 74.98
2	<b>Business Observer</b> Legal Ad - 10.25.2019	19-00140K	\$ 50.31
3	<b>Fishkind &amp; Associates</b> DM Fee and Reimbursables - 2019.1	24081	\$ 2,221.42
4	<b>Hopping Green &amp; Sams</b> Legal Services through 11.30.2018 Legal Services through 12.31.2018	104833 105194	\$ 1,416.25 \$ 1,099.00
5	<b>Supervisors Fees</b> Scott Shapiro Brian Walsh Joel Adams Jeffrey Shenefield	2019.1.10 2019.1.10 2019.1.10 2019.1.10	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
<b>TOTAL</b>			<b>\$ 5,661.96</b>

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Chairperson

January 17, 2019  
Invoice Number: 077420101011719  
Account Number: 0050774201-01  
Security Code: 5038  
Service At: 3883 WHITE IBIS RD  
LAKELAND, FL 33803

PA 99

## SPECTRUM BUSINESS NEWS

**Contact Us**

Visit us at [brighthouse.com/business](http://brighthouse.com/business)  
Or, call us at 1-877-824-6249

**Summary** *Services from 01/24/19 through 02/23/19  
details on following pages*

Previous Balance	74.98
Payments Received - Thank You	-74.98
<b>Remaining Balance</b>	<b>\$0.00</b>
Spectrum Business™ Internet	74.98
Current Charges	\$74.98
<b>Total Due by 02/08/19</b>	<b>\$74.98</b>

RECEIVED JAN 23 2019

Thank you for choosing Spectrum Business.  
We appreciate your prompt payment and value you as a customer.

January 17, 2019

TOWNE PARK II CDD

**Spectrum**  
BUSINESS

4145 S. Falkenburg Rd Riverview, FL 33578-8652  
7635 1610 NO RP 17 01172019 NNNNNY 01 001775 0005

TOWNE PARK II CDD  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450

Invoice Number: 077420101011719  
Account Number: 0050774201-01  
Service At: 3883 WHITE IBIS RD  
LAKELAND, FL 33803

<b>Total Due by 02/08/19</b>	<b>\$74.98</b>
Amount you are enclosing	\$

**Please Remit Payment To:**

BRIGHT HOUSE NETWORKS  
PO BOX 790450  
SAINT LOUIS, MO 63179-0450



0001100100507742010169007498

January 17, 2019



Invoice Number:  
Account Number:  
Security Code:

TOWNE PARK II CDD  
077420101011719  
0050774201-01  
5038

**Contact Us**Visit us at [brighthouse.com/business](http://brighthouse.com/business)

Or, call us at 1-877-824-6249

7635 1610 NO RP 17 01172019 NNNNNY 01 001775 0005

**Charge Details**

Previous Balance	74.98
Payments Received - Thank You 01/03	-74.98
<b>Remaining Balance</b>	<b>\$0.00</b>

Payments received after 01/17/19 will appear on your next bill.

Services from 01/24/19 through 02/23/19

**Spectrum Business™ Internet**

Spectrum Business Internet	99.99
Static IP 1	14.99
Promo Discount	-40.00
	<b>\$74.98</b>

**Spectrum Business™ Internet Total** **\$74.98**

**Current Charges** **\$74.98**  
**Total Due by 02/08/19** **\$74.98**

**Billing Information**

**Tax and Fees** - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit [spectrum.net/taxesandfees](http://spectrum.net/taxesandfees) for more information.

**Terms & Conditions** - Spectrum's detailed standard terms and conditions for service are located at [spectrum.com/policies](http://spectrum.com/policies).

**Past Due Fee / Late Fee Reminder** - A late fee will be assessed for past due charges for service.

**Changing Business Locations** - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Visit [Spectrum.com/stores](http://Spectrum.com/stores) for store locations. For questions or concerns, visit [Spectrum.net/support](http://Spectrum.net/support) or call 1-855-657-7328.

**Your WAY can be the GREEN way!**  
**GO GREEN with Spectrum Business.**

Online Bill Pay is helping the environment one customer at a time. It's easy - all you need to do is sign up for Online Bill Pay. It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to [brighthouse.com/business](http://brighthouse.com/business). Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card - Credit Card - Electronic Funds Transfer
- Receive a quick summary of your account at any time
- Access up to 6 months of statements



**Billing Practices** - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

**Authorization to Convert your Check to an Electronic Funds Transfer Debit** - For your convenience, if you provide a check as payment, you authorize Spectrum Business to use the information from your check to make a one-time electronic funds transfer from your account. If you have any questions, please call our office at the telephone number on the front of this invoice. To assist you in future payments, your bank or credit card account information may be electronically stored in our system in a secure, encrypted manner.

**Complaint Procedures** - You have 60 days from the billing date to register a complaint if you disagree with your charges.

**Payment Options**

**Pay Online** - Create or Login to pay or view your bill online at [brighthouse.com/business](http://brighthouse.com/business).

**Pay by Mail** - Detach payment coupon and enclose with your check made payable to Bright House Networks. Please do not include correspondences of any type with payments.

For questions or concerns, please call **1-877-824-6249**.

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
941-906-9386 x322

PA 99

## INVOICE

Legal Advertising

Invoice # 19-00140K

Date 01/25/2019

Attn:  
Fishkind & Associates, Inc.  
12051 CORPORATE BLVD.  
ORLANDO FL 32817

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 19-00140K

\$50.31

**Notice of Board of Supervisors' Meeting**  
RE: Towne Park Community Development District  
Published: 1/25/2019

### Important Message

Paid  
Total

()  
\$50.31

Payment is expected within 30 days of the  
first publication date of your notice.

RECEIVED JAN 25 2019

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
941-906-9386 x322

## INVOICE

### Legal Advertising

**Towne Park Community  
Development District  
Notice of Board of Supervisors'  
Meeting**

The Board of Supervisors of the Towne Park Community Development District ("Board") will hold a meeting on Thursday, February 14, 2019 at 11:00 a.m. at the offices of Highland Homes located at 3020 S. Florida Ave. Suite 101, Lakeland, Florida 33803. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued in progress without additional notice to a time, date and location stated on the record.

A copy of the agenda for the meeting may be obtained at the offices of the District Manager, Fishkind & Associates, Inc., located at 12051 Corporate Blvd., Orlando 32817, (407) 382-3256, during normal business hours.

There may be occasions when staff or other individuals may participate by speaker telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

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

Jane Gaarlandt  
District Manager

January 25, 2019

19-00140K

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

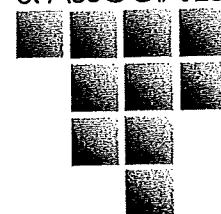
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PA99

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

**FISHKIND**  
& ASSOCIATES



## Invoice

Invoice #:	24081
1/15/2019	

Towne Park DM  
c/o Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

File: TowneParkDM

Towne Park CDD

Services:	Amount
District Management Fee: Jan 2019	2,083.33
Website Fee	75.00
Conference Calls	3.08
Copies	54.00
UPS	1.31
Postage	4.70

Please include the invoice  
number on your remittance  
and submit to:

**Fishkind & Associates, Inc.**  
12051 Corporate Blvd.  
Orlando, FL 32817  
Ph: 407-382-3256  
Fax: 407-382-3254  
www.fishkind.com

Balance Due

\$2,221.42

RECEIVED JAN 15 2019

# invoice

PAGE 10

INVOICE NUMBER 26853486  
 INVOICE DATE 11/26/2018  
 ACCOUNT NO. 85735742  
 DUE DATE 12/26/2018  
 TAX ID 58-2421656  
 AMOUNT DUE USD\$552.79

MODERATOR 84618295 - Jane Gaarlandt (continued)

LOCATION

BILLING REF# 1

BILLING REF# 2

BILLING REF# 3

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
2477511	Public	11/13/2018	407372598	6:26PM - 9:01PM	GLOBALMEET@ AUDIO	TOLL FREE	1	155	0.00/MIN	0.00	0.00	0.00
2477511	Public	11/13/2018	8336248308	6:44PM - 8:36PM	GLOBALMEET@ AUDIO	TOLL FREE	1	112	0.00/MIN	0.00	0.00	0.00
2477511	SNI	11/16/2018	13862814204	9:54AM - 10:05AM	GLOBALMEET@ AUDIO	TOLL FREE	1	11	0.00/MIN	0.00	0.00	0.00
2477511	PRD	11/16/2018	14073752898	10:57AM - 11:04AM	GLOBALMEET@ AUDIO	TOLL FREE	1	7	0.00/MIN	0.00	0.00	0.00
2477511	Holly Hill	11/21/2018	18636650018	10:02AM - 10:07AM	GLOBALMEET@ AUDIO	TOLL FREE	1	5	0.00/MIN	0.00	0.00	0.00
TOTAL STATE TAX/OTHER LOCATION												

MODERATOR 84618295 - Jane Gaarlandt

BILLING REF# 2

BILLING REF# 3

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
2477511		11/01/2018	18504252315	9:54AM - 10:58AM	GLOBALMEET@ AUDIO	TOLL FREE	1	64	0.00/MIN	0.00	0.00	0.00
2477511		11/01/2018	8336217841	9:56AM - 10:59AM	GLOBALMEET@ AUDIO	TOLL FREE	1	63	0.00/MIN	0.00	0.00	0.00
2477511		11/01/2018	8332541763	9:59AM - 10:45AM	GLOBALMEET@ AUDIO	TOLL FREE	1	46	0.00/MIN	0.00	0.00	0.00
2477511		11/01/2018	8332049075	9:59AM - 10:59AM	GLOBALMEET@ AUDIO	TOLL FREE	1	60	0.00/MIN	0.00	0.00	0.00
2477511		11/01/2018	1770378695	10:42AM - 10:58AM	GLOBALMEET@ AUDIO	TOLL FREE	1	16	0.00/MIN	0.00	0.00	0.00
2477511		11/01/2018	8336217841	10:57AM - 11:02AM	GLOBALMEET@ AUDIO	TOLL FREE	1	5	0.00/MIN	0.00	0.00	0.00
2477511		11/01/2018	8336217841	11:01AM - 12:05PM	GLOBALMEET@ AUDIO	TOLL FREE	1	64	0.00/MIN	0.00	0.00	0.00
2477511		11/01/2018	833745717	11:26AM - 12:05PM	GLOBALMEET@ AUDIO	TOLL FREE	1	39	0.00/MIN	0.00	0.00	0.00
2477511		11/07/2018	18633243698	10:58AM - 11:22AM	GLOBALMEET@ AUDIO	TOLL FREE	1	24	0.00/MIN	0.00	0.00	0.00
2477511		11/07/2018	1863660018	11:05AM - 11:22AM	GLOBALMEET@ AUDIO	TOLL FREE	1	17	0.00/MIN	0.00	0.00	0.00
2477511		11/08/2018	18504252311	10:54AM - 11:10AM	GLOBALMEET@ AUDIO	TOLL FREE	1	16	0.00/MIN	0.00	0.00	0.00
2477511		11/08/2018	18636197103	10:58AM - 11:10AM	GLOBALMEET@ AUDIO	TOLL FREE	1	12	0.00/MIN	0.00	0.00	0.00

28x.11  
 3.08

\$552.79

## Copy Count

Account: Towne Park

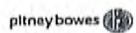
Amount of Copies: 3600

Total \$: 54<sup>00</sup>

Month: December

UPS No: 1Z1Y9R280397224816		Shipper	Receiver	Freight	12.19	9.75
Pickup Date	11/30/2018	FISHKIND & ASSOCIATES	U.S. BANK, N.A.-CDD	Fuel Surcharge	0.95	0.76
Service Level	Commercial Ground	12051 CORPORATE BOULEVARD	EP-MN-01LB			
Weight	1 lb	ORLANDO	1200 ENERGY PARK DRIVE			
Zone	006	FL 32817	SAINT PAUL			
Payer	Shipper		MN 55108			
		AMANDA LANE	LOCKBOX SERVICES-12-			
Bill Reference: AmNa,BbC,GID,GrRe,LRSD,PaRd,Sil,Tow				Total	13.14	10.51
AmNa,BbC,GID,GrRe,LRSD,PaRd,Sil,Tow 1 count				Sub Total	13.14	10.51

1-31



## Account Summary Report

Date Range: Dec 1, 2018 to Dec 31, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PhP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Towne Park CDD		10	\$4.700
	Grand Total		\$4.700

# Hopping Green & Sams

Attorneys and Counselors

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

TP PA 99

## STATEMENT

December 31, 2018

Towne Park Community Development District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

Bill Number 104833  
Billed through 11/30/2018

### General Counsel/Monthly Meeting

TPKCDD 00001

RVW

O+M

RECEIVED JAN 11 2019

### FOR PROFESSIONAL SERVICES RENDERED

11/01/18	AHJ	Finalize agenda items.	0.60 hrs
11/02/18	SSW	Confer with Gaarlandt and Adams regarding landowner election proxies and ballots.	0.80 hrs
11/06/18	AHJ	Prepare landowner election proxies and ballots; confer with Gaarlandt regarding same.	1.30 hrs
11/07/18	SSW	Follow-up regarding landowner proxies and ballots.	0.30 hrs
11/07/18	AHJ	Finalize landowner election proxies and ballots.	0.60 hrs
11/08/18	SSW	Prepare for and attend landowners' election and board meeting; conduct meeting follow-up.	3.20 hrs

Total fees for this matter \$1,416.00

### DISBURSEMENTS

Document Reproduction 0.25

Total disbursements for this matter \$0.25

### MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	2.50 hrs	145 /hr	\$362.50
Warren, Sarah S.	4.30 hrs	245 /hr	\$1,053.50

TOTAL FEES \$1,416.00

TOTAL DISBURSEMENTS \$0.25

**TOTAL CHARGES FOR THIS MATTER \$1,416.25**

### BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	2.50 hrs	145 /hr	\$362.50
-------------------------------	----------	---------	----------

=====

Warren, Sarah S.	4.30 hrs	245 /hr	\$1,053.50
------------------	----------	---------	------------

TOTAL FEES	\$1,416.00
TOTAL DISBURSEMENTS	\$0.25

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,416.25</b>
------------------------------------	-------------------

-----

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

# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

January 25, 2019

Towne Park Community Development District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

Bill Number 105194  
Billed through 12/31/2018

### General Counsel/Monthly Meeting

TPKCDD 00001 RVW

#### FOR PROFESSIONAL SERVICES RENDERED

12/02/18	SSW	Research status of district business items; update district files.	0.30 hrs
12/06/18	SSW	Confer with Gaarlandt regarding agenda items; prepare comments to draft agenda and meeting minutes; confer with Heath regarding legal description question.	0.90 hrs
12/06/18	AHJ	Prepare agenda items; confer with Sonali regarding same.	0.50 hrs
12/07/18	RVW	Review agenda; prepare for board meeting.	0.80 hrs
12/11/18	RVW	Confer with Heath regarding boundary issues.	0.30 hrs
12/31/18	RVW	Research and review issues regarding boundary; confer with Wertz.	1.30 hrs
Total fees for this matter			\$1,074.50

#### DISBURSEMENTS

Document Reproduction	24.50
Total disbursements for this matter	\$24.50

#### MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.50 hrs	145 /hr	\$72.50
Van Wyk, Roy	2.40 hrs	295 /hr	\$708.00
Warren, Sarah S.	1.20 hrs	245 /hr	\$294.00

TOTAL FEES	\$1,074.50
TOTAL DISBURSEMENTS	\$24.50

TOTAL CHARGES FOR THIS MATTER	<u>\$1,099.00</u>
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#### BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.50 hrs	145 /hr	\$72.50
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Van Wyk, Roy	2.40 hrs	295 /hr	\$708.00
Warren, Sarah S.	1.20 hrs	245 /hr	\$294.00

TOTAL FEES	\$1,074.50
TOTAL DISBURSEMENTS	\$24.50

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,099.00</b>
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**Please include the bill number on your check.**

PA 99

## Towne Park Community Development District

Date of Meeting: January 10, 2019

**Board Members:**

	<b>Attendance</b>	<b>Fee</b>
1. Rennie Heath	<u>                    </u>	<u>\$0</u>
2. Scott Shapiro	<u>x (p)</u>	<u>\$200 ✓</u>
3. Brian Walsh	<u>x</u>	<u>\$200 ✓</u>
4. Joel Adams	<u>x</u>	<u>\$200 ✓</u>
5. Jeffrey Shenefield	<u>x</u>	<u>\$200 ✓</u>
	<u>                    </u>	<u>\$800</u>

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**Approved For Payment:**

  
Manager

1/17/19  
Date



**Towne Park  
Community Development District**

**Monthly Financials**

**Towne Park CDD**  
Statement of Financial Position  
(Columnar Landscape)  
As of 12/31/2018

	General Fund	Debt Service Funds	Capital Projects Fund	Gen Fixed Asset Group	Long Term Debt Group	Total
<b><u>Current Assets</u></b>						
General Checking Account	\$61,081.74					\$61,081.74
Deposits	4,350.00					4,350.00
Debt Service Reserve Bond		\$208,937.50				208,937.50
Debt Service Reserve 2B Bond		183,520.01				183,520.01
Debt Service Reserve 3A Bond		567,440.00				567,440.00
Revenue Bond		3,111.05				3,111.05
Revenue 2B Bond		1,336.04				1,336.04
Revenue 3A Bond		4,131.12				4,131.12
Interest 2B Bond		6,450.43				6,450.43
Interest 3A Bond		6,455.45				6,455.45
Prepayment Bond		198,323.25				198,323.25
Capitalized Interest 2B Bond		90,580.39				90,580.39
Capitalized Interest 3A Bond		281,861.46				281,861.46
Accounts Receivable - Due from Developer			\$269.50			269.50
Acquisition/Construction Bond			3,371.77			3,371.77
Acquisition/Construction 2B Bond			1,328,056.57			1,328,056.57
Acquisition/Construction 3A Bond			5,731,085.67			5,731,085.67
Total Current Assets	\$65,431.74	\$1,552,146.70	\$7,062,783.51	\$0.00	\$0.00	\$8,680,361.95
<b><u>Investments</u></b>						
Amount Available in Debt Service Funds					\$1,552,146.70	\$1,552,146.70
Amount To Be Provided					14,712,853.30	14,712,853.30
Total Investments		\$0.00	\$0.00	\$0.00	\$16,265,000.00	\$16,265,000.00
<b>Total Assets</b>	<b>\$65,431.74</b>	<b>\$1,552,146.70</b>	<b>\$7,062,783.51</b>	<b>\$0.00</b>	<b>\$16,265,000.00</b>	<b>\$24,945,361.95</b>
<b><u>Liabilities and Net Assets</u></b>						
<b><u>Current Liabilities</u></b>						
Accounts Payable	\$2,261.87	\$671.98	\$269.50			\$2,261.87
Due To Other Funds						671.98
Accounts Payable						269.50

**Towne Park CDD**  
Statement of Financial Position  
(Columnar Landscape)  
As of 12/31/2018

	General Fund	Debt Service Funds	Capital Projects Fund	Gen Fixed Asset Group	Long Term Debt Group	Total
Retainage Payable 2B Bond			87,181.81			87,181.81
Retainage Payable 3A Bond			135,675.86			135,675.86
Total Current Liabilities	\$2,261.87	\$671.98	\$223,127.17	\$0.00	\$0.00	\$226,061.02
<b><u>Long Term Liabilities</u></b>						
Revenue Bonds Payable - Long-Term					\$16,265,000.00	\$16,265,000.00
Total Long Term Liabilities		\$0.00	\$0.00	\$0.00	\$16,265,000.00	\$16,265,000.00
Total Liabilities	\$2,261.87	\$671.98	\$223,127.17	\$0.00	\$16,265,000.00	\$16,491,061.02
<b><u>Net Assets</u></b>						
Net Assets, Unrestricted	\$338.00					\$338.00
Net Assets - General Government	30,644.28					30,644.28
Current Year Net Assets - General Government	32,187.59					32,187.59
Net Assets, Unrestricted		\$2,053,558.68				2,053,558.68
Current Year Net Assets, Unrestricted		(514,989.84)				(514,989.84)
Net Assets, Unrestricted			\$9,967,537.59			9,967,537.59
Current Year Net Assets, Unrestricted			(3,114,975.37)			(3,114,975.37)
Total Net Assets	\$63,169.87	\$1,538,568.84	\$6,852,562.22	\$0.00	\$0.00	\$8,454,300.93
Total Liabilities and Net Assets	\$65,431.74	\$1,539,240.82	\$7,075,689.39	\$0.00	\$16,265,000.00	\$24,945,361.95

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**Towne Park CDD**  
**Statement of Activities (YTD) (Columnar, By SubType Landscape)**  
**As of 12/31/2018**

	General Fund	Debt Service Funds	Capital Projects Fund	Gen Fixed Asset Group	Long Term Debt Group	Total
<b>Revenues</b>						
On-Roll Assessments	\$66,146.88					\$66,146.88
Off-Roll Assessments	50,368.82					50,368.82
Off-Roll Assessments		\$249,835.39				249,835.39
Total Revenues	\$116,515.70	\$249,835.39	\$0.00	\$0.00	\$0.00	\$366,351.09
<b>Expenses</b>						
Supervisor Fees	\$600.00					\$600.00
D&O Insurance	2,356.00					2,356.00
Trustee Services	2,587.50					2,587.50
Management	6,249.99					6,249.99
Dissemination Agent	5,500.00					5,500.00
District Counsel	959.00					959.00
Assessment Administration	5,000.00					5,000.00
Travel and Per Diem	239.84					239.84
Telephone	5.83					5.83
Postage & Shipping	116.09					116.09
Copies	60.00					60.00
Legal Advertising	588.74					588.74
Web Site Maintenance	225.00					225.00
Dues, Licenses, and Fees	175.00					175.00
Clubhouse Electric	2,179.66					2,179.66
Water	5,078.54					5,078.54
Clubhouse Water	510.29					510.29
Amenity - Pool Maintenance	4,450.00					4,450.00
Amenity - Internet	4,670.65					4,670.65
General Insurance	2,946.00					2,946.00
Property & Casualty	8,613.00					8,613.00
Landscape Maintenance & Material	11,123.20					11,123.20
Landscape Improvements	19,750.00					19,750.00
Facility Repair & Maintenance	345.00					345.00
Principal Payments Bond		\$435,000.00				435,000.00
Interest Payments Bond		333,847.55				333,847.55
Engineering			\$16,909.43			16,909.43
District Counsel			147.00			147.00
Contingency			3,127,457.44			3,127,457.44
Total Expenses	\$84,329.33	\$768,847.55	\$3,144,513.87	\$0.00	\$0.00	\$3,997,690.75
<b>Other Revenues (Expenses) &amp; Gains (Losses)</b>						
Interest Income	\$1.22					\$1.22
Interest Income		\$4,022.32				4,022.32

**Towne Park CDD**  
Statement of Activities (YTD) (Columnar, By SubType Landscape)  
As of 12/31/2018

	General Fund	Debt Service Funds	Capital Projects Fund	Gen Fixed Asset Group	Long Term Debt Group	Total
Interest Income			\$29,538.50			29,538.50
Total Other Revenues (Expenses) & Gains (Losses)	\$1.22	\$4,022.32	\$29,538.50	\$0.00	\$0.00	\$33,562.04
Change In Net Assets	\$32,187.59	(\$514,989.84)	(\$3,114,975.37)	\$0.00	\$0.00	(\$3,597,777.62)
Net Assets At Beginning Of Year	\$30,982.28	\$2,053,558.68	\$9,967,537.59	\$0.00	\$0.00	\$12,052,078.55
Net Assets At End Of Year	\$63,169.87	\$1,538,568.84	\$6,852,562.22	\$0.00	\$0.00	\$8,454,300.93

**Towne Park CDD**  
**Budget to Actual**  
**For the Month Ending 12/31/2018**

	Year To Date			
	Actual	Budget	Variance	FY 2019 Adopted Budget
<b><u>Revenues</u></b>				
On-Roll Assessments	\$66,146.88	\$11,100.00	\$55,046.88	\$44,400.00
Off-Roll Assessments	\$50,368.82	\$11,100.00	\$39,268.82	\$44,400.00
Developer Collections	0.00	48,862.50	(48,862.50)	195,450.00
<b>Net Revenues</b>	<b>\$50,368.82</b>	<b>\$59,962.50</b>	<b>\$(9,593.68)</b>	<b>\$239,850.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$600.00	\$1,000.00	\$(400.00)	\$4,000.00
D&O Insurance	2,356.00	650.00	1,706.00	2,600.00
Trustee Services	2,587.50	1,000.00	1,587.50	4,000.00
Management	6,249.99	6,250.00	(0.01)	25,000.00
Engineering	0.00	1,250.00	(1,250.00)	5,000.00
Assessment Administration	5,000.00	0.00	5,000.00	0.00
Dissemination Agent	5,500.00	1,000.00	4,500.00	4,000.00
District Counsel	959.00	3,750.00	(2,791.00)	15,000.00
Audit	0.00	1,625.00	(1,625.00)	6,500.00
Travel and Per Diem	239.84	125.00	114.84	500.00
Telephone	5.83	50.00	(44.17)	200.00
Postage & Shipping	116.09	37.50	78.59	150.00
Copies	60.00	375.00	(315.00)	1,500.00
Legal Advertising	588.74	750.00	(161.26)	3,000.00
Miscellaneous	0.00	5,000.00	(5,000.00)	20,000.00
Web Site Maintenance	225.00	225.00	0.00	900.00
Dues, Licenses, and Fees	175.00	62.50	112.50	250.00
Water	5,078.54	2,000.00	3,078.54	8,000.00
Pond Maintenance	0.00	2,500.00	(2,500.00)	10,000.00
General Insurance	2,946.00	812.50	2,133.50	3,250.00
Property & Casualty	8,613.00	3,000.00	5,613.00	12,000.00
Landscaping Maintenance & Material	11,123.20	31,250.00	(20,126.80)	125,000.00
Landscaping Improvements	19,750.00	0.00	19,750.00	0.00
<b><u>Pool &amp; Clubhouse</u></b>				
Maintenance Staff	0.00	750.00	(750.00)	3,000.00
Facility Management	0.00	750.00	(750.00)	3,000.00
Clubhouse Electric	2,179.66	2,500.00	(320.34)	10,000.00
Amenity - Internet	4,670.65	250.00	4,420.65	1,000.00
Facility Repair & Maintenance	345.00	625.00	(280.00)	2,500.00
Pest Control	0.00	125.00	(125.00)	500.00
Clubhouse & Pool Maintenance	4,450.00	2,100.00	2,350.00	8,400.00
Water	510.29	1,250.00	(739.71)	5,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$84,329.33</b>	<b>\$71,062.50</b>	<b>\$13,266.83</b>	<b>\$ 284,250.00</b>
<b>Total Expenses</b>	<b>\$84,329.33</b>	<b>\$71,062.50</b>	<b>\$13,266.83</b>	<b>\$ 284,250.00</b>
<b>Income (Loss) from Operations</b>	<b>\$(33,960.51)</b>	<b>\$(11,100.00)</b>	<b>\$(22,860.51)</b>	<b>\$(44,400.00)</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$1.22	\$0.00	\$1.22	\$0.00
<b>Total Other Income (Expense)</b>	<b>\$1.22</b>	<b>\$0.00</b>	<b>\$1.22</b>	<b>\$0.00</b>
<b>Net Income (Loss)</b>	<b>\$(33,959.29)</b>	<b>\$(11,100.00)</b>	<b>\$(22,859.29)</b>	<b>\$(44,400.00)</b>