

# Towne Park Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407.723.5900

[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 13, 2020 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:

Call in Number: **1-844-621-3956**

Access code: **790 393 986#**

## **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]

#### **1. Consideration of Minutes of the December 12, 2019 Board of Supervisors Meeting**

### **Business Matters**

- 2. Consideration of Resolution 2020-09, Resetting the Public Hearing on the Adoption of Amended and Restated Rules of Procedure**
- 3. Consideration of Resolution 2020-10, Adopting Signage Policies**
  - **Form License Agreement**
  - **Builder Requests**
    - Pulte Homes
    - Starlight Homes
- 4. Consideration of Fiscal Year 2019 Auditor Engagement Letter**
- 5. Ratification of Agreements between the District and Polk County Property Appraiser**
  - A. On Roll Collection of Non Ad-Valorem Assessments**
  - B. Data Sharing and Usage**
- 6. Consideration of License Agreement for Dock Installation**
- 7. Ratification of Agreement between the District and FloraLawn**
- 8. Ratification of Payment Authorization No. 129 – 137**
- 9. Consideration of Monthly Financials**

### **Other Business**

#### **Staff Reports**

District Counsel



District Engineer

District Manager

- Resident Request for Rental Fee to be Waived
- Resident Request for Privacy Fence

**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, December 12, 2019 at 11:03 a.m.**

**The Offices of Highland Homes**

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

**Lakeland, Florida 33803**

Board Members present at roll call:

Joel Adams	Chairman
Brian Walsh	Vice Chairman
Jeffery Shenefield	Assistant Secretary
Scott Shapiro	Assistant Secretary (via phone)

Also Present:

Michelle Rigoni	Hopping Green & Sams, P.A.
Jane Gaarlandt	PFM
Heather E. Wertz	Absolute Engineering (via phone)

#### **FIRST ORDER OF BUSINESS**

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

The meeting was called to order at approximately 11:03 a.m. The Board Members and staff in attendance are as outlined above.

#### **SECOND ORDER OF BUSINESS**

#### **Public Comment Period**

Ms. Gaarlandt noted that there were no public comments at this time.

#### **THIRD ORDER OF BUSINESS**

#### **Consideration of the Minutes of the November 14, 2019 Board of Supervisors' Meeting**

The Board reviewed the minutes of the November 14, 2019 Board of Supervisors' Meeting.

ON MOTION by Mr. Walsh, seconded by Mr. Adams, with all in favor, the Board approved the Minutes of the November 14, 2019 Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2020-08,  
Ratifying the Sale of Assessment Area  
3C, Series 2019 Bonds**

Ms. Rigoni explained that this resolution ratifies the sale of the bonds that were issued to fund portions of the construction cost for Riverstone Phases 3 and 4. The Bonds closed on December 5, 2019. The District and Developer entered into various developer agreements, which were approved in substantial form at the November meeting. This resolution ratifies, confirms and approves all actions taken by certain Bard Members in the closing of the issuance of such bonds.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2020-08, Ratifying the Sale of Assessment Area 3C, Series 2019 Bonds.

**FIFTH ORDER OF BUSINESS****Consideration of Amended and  
Restated Disclosure of Public  
Financing**

Ms. Rigoni explained that Chapter 190 of the Florida Statutes requires all CDDs to take affirmative steps in the disclosures of public financing of public infrastructure improvements. This Amended and Restated Disclosure of Public Financing includes information regarding the most recent issuance of Series 2019 Bonds and the District facilities funded by same.

ON MOTION by Mr. Walsh, seconded by Mr. Adams, with all in favor, the Board approved the Amended and Restated Disclosure of Public Financing.

**SIXTH ORDER OF BUSINESS****Consideration of Notice of Imposition  
of Special Assessments Series 2019  
Bonds, Assessment Area 3C**

Ms. Rigoni explained that the Florida Law requires the District to make disclosures regarding Special Assessments. The specific issuance of Series 2019 was secured by levy of Special Assessments. This recordable notice gives the required notice of assessments of the same.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board approved the Notice of Imposition of Special Assessments Series 2019 Bonds, Assessment Area 3C.

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

#### **Consideration of Agreement between the District and Fuqua Janitorial Services**

Ms. Gaarlandt noted that the Board previously approved their proposal. This is the standard District Agreement that formalizes the proposal.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Agreement between the District and Fuqua Janitorial Services.

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

#### **Consideration of Agreement between the District and FloraLawn**

Ms. Rigoni explained that the Board previously approved the addendum to add a new scope and services. In reviewing all the addendums and agreements it appears the District may be pushing bid thresholds and also reviewing the invoices that were received it is unclear to District staff the exact scope of the service. Mr. Adams said that the cost is \$65,000.00 per year. Ms. Rigoni noted that the revised scope that FloraLawn sent to the District is approximately \$100,000.00 and District staff needs from the Vendor a clear scope of what there are doing so that the District can enter into a clean agreement that covers all current services.

Mr. Glasgow joined the meeting in progress. He met with FloraLawn on site to get clarification. Mr. Glasgow had FloraLawn provide a new proposal because they had just the original agreement and all the addendums. FloraLawn has come up with a new proposal with a more clear scope of work. Pond landscape was added because the sod is about to be installed. Mr. Glasgow is having FloraLawn make adjustments. He will work with FloraLawn on a new map. The Chair will send a map. Ms. Rigoni requested approval of the Agreement between the District and FloraLawn in substantial form subject to staff working with the Chairman to finalize the term and bring it back at the next Board Meeting.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Agreement between the District and FloraLawn in substantial form subject to staff working with the Chairman to finalize the term and bring it back at the next Board Meeting.

Ms. Gaarlandt asked about the current threshold amount. Ms. Rigoni stated that the threshold amount is about \$195,000.00 for maintenance services.

**NINTH ORDER OF BUSINESS**

**Ratification of Payment  
Authorizations No. 126 - 128**

The Board reviewed Payment Authorizations Nos. 126 – 128.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board ratified Payment Authorizations Nos. 126 – 128.

**TENTH ORDER OF BUSINESS**

**Review of Monthly Financials**

The Board reviewed the monthly financials through November 30, 2019. There was no action required by the Board.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel –** Ms. Rigoni received a request from HOA. A homeowner requested that the District approve an installation of a boating dock in their back yard. It is in the pond that sits in both Phase 1 and Phase 2. According to the Property Appraiser's website the resident's lot abuts to a pond that is partially the District's pond. The District Engineer reviewed the request and related permits and zoning conditions and there is nothing in there that she has seen prohibiting the installation of a boating dock. It is up to the Board whether they want to allow it or not. One thing to consider is that if the Board allows it for this homeowner they need to treat all future requests the same. A discussion took place.

Ms. Wertz reviewed the SWFWMD ERP and the zoning conditions. There is nothing that would preclude a dock. There are a couple of docks in the original Phase 1 but it is up to the CDD to allow a dock and the homeowner

will be required to get permits from SWFWMD and the EPA to install the dock.

Mr. Adams asked if there are any restrictions on motorized boats or boats in general because that might have come up originally. Phase 1 wanted docks and to be able to put boats in the ponds. He thought that was restricted. Ms. Wertz responded that he is probably right, she does not think boats are allowed by SWFWMD. The dock would be ok if they wanted to go out and fish but the motor boats would not be allowed.

A discussion took place about the Board granting approval for the dock. Ms. Rigoni stated that dock approval would be subject to District staff preparing an appropriate agreement. A lengthy discussion took place.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board authorized the installation of the Boat Dock subject to permitting and other customary agreements that need to be executed by the Landowner, Homeowner and the CDD and authorized staff to prepare same.

**District Engineer –** No Report

**District Manager –** Mr. Glasgow stated that the process of cleaning the Clubhouse has begun. He recommended that the Board be open to allowing the Cleaning Company to provide extra services such as cleaning ceiling fans. Mr. Adams noted that it should be in staff's authority to grant that.

#### **TWELFTH ORDER OF BUSINESS**

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

There were no Supervisor requests or audience comments.

#### **THIRTEENTH 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 December 12, 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 2020-09**

## **RESOLUTION 2020-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2020-07 TO RESET THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING TO CONSIDER AND HEAR COMMENT ON THE ADOPTION OF AMENDED AND RESTATED RULES OF PROCEDURE; AUTHORIZING PUBLICATION OF NOTICE OF SUCH HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

**WHEREAS**, on September 12, 2019, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2019-18, setting a public hearing to consider and hear comment on the adoption of Amended and Restated Rules of Procedure for 11:00 a.m. on November 14, 2019, at the Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803, and subsequently, the Board adopted Resolution 2020-07 to reset the public hearing to January 9, 2020, due to a publication error; and

**WHEREAS**, due to lack of a quorum, the Board did not meet on January 9, 2020, and the Board now desires to reset the date of the public hearing in order to allow proper publication of notice in accordance with Chapter 120, *Florida Statutes*.

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

**SECTION 1. PUBLIC HEARING DATE RESET.** Resolution 2020-07 is hereby amended to reflect that the public hearing to adopt the District's Amended and Restated Rules of Procedure as declared in Resolution 2020-07 is reset to:

<b>Date:</b>	Thursday, April 9, 2020
<b>Time:</b>	11:00 a.m.
<b>Location:</b>	Offices of Highland Homes 3020 S. Florida Avenue, Ste. 101 Lakeland, Florida 33803

**SECTION 2. RESOLUTION 2020-07 OTHERWISE REMAINS IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolution 2020-07 continues in full force and effect.

**SECTION 3. AUTHORIZED TO PUBLISH NOTICE.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of February, 2020.

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

**Towne Park  
Community Development District**

**Resolution 2020-10**

## **RESOLUTION 2020-10**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY GOVERNING POSTING OF SIGNAGE ON DISTRICT PROPERTY AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Towne Park Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lakeland, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules and policies to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the “Signage Policy” setting forth certain standards for the use of signs, signposts, signboards, and other forms of removable marketing or advertising devices (collectively, “Signage”) posted on District-owned property (“District Property”) for immediate use and application.

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

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

**SECTION 2. SIGNAGE POLICY ADOPTED.** The Signage Policy is hereby adopted pursuant to this Resolution and shall remain in full force and effect until such time as the Board may amend the same in accordance with Chapter 190, *Florida Statutes*.

**SECTION 3. SIGNAGE POLICY.** The following policies and procedures govern the approval and posting of Signage on District Property:

**A.** Individuals or entities wishing to place a signage on District Property (“Applicant”) shall submit to a written request to the District including the following information:

- i.** Contact information including, at minimum, name, address and telephone number of the Applicant; and
- ii.** A complete description of the Signage, including typography, sizing, actual text, and the proposed location and duration of posting such Signage on District Property. Applicant may attach an image of the proposed Signage to the written request.

**B.** Each Requester shall obtain and attach to the request the written consent for the display of such sign of the person having the right to use, and possession of, the Signage content.

**C.** Any Signage in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters: "Paid for by \_\_\_\_\_ [sponsor name]."

**D.** Prior to posting any approved Signage, Requester shall enter into a license agreement with the District, a form of which is attached hereto as **Exhibit A**.

**E.** Requests for Signage shall be considered on a first-come, first-served basis; the District reserves the right to deny any request for Signage due to lack of suitability or availability of space on the proposed location, and lack of consistency with the limited purpose of the Signage Policy as stated below, among other reasons which may be deemed to be in the best interests of the District.

**F.** The District's approval of requests to post Signage on District Property does not provide or create a general public forum for expression. The District's fundamental purpose behind allowing posting of Signage is to promote community businesses and services, to protect and promote the health, safety and welfare of District residents as well as the residential character of the community. In furtherance of that limited purpose, the District retains strict control over the nature of the Signage approved for posting on District Property, and finds that the following signs or advertising devices are inconsistent with the limited purpose of the Signage Policy and, thus, shall be prohibited:

**i.** Signs promoting obscene material, sexually-explicit material or illegal activities;

**ii.** Signs promoting religious or political material;

**iii.** Signs promoting alcohol or tobacco products; firearms; adult/mature rated films, television, or video games; or adult entertainment facilities or services;

**iv.** Signs that are false or misleading;

**v.** Signs that contain any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal;

**vi.** Signs that promote any activity or product that is illegal under any federal, state, or local law;

**vii.** Signs that contain any profane language, or portray images or descriptions of graphic violence;

**viii.** Signs that are demeaning or disparaging toward an individual, group of individuals, entity, or entities; and

**ix.** Signs that are harmful or disruptive to the District.

**G.** The District's approval of requests to post Signage in no way constitutes an endorsement of the advertiser or the content or message of the Signage.

**H.** The Requester shall comply at all times with all relevant laws, rules, regulations, codes, or ordinances applicable to posting of Signage on District Property and shall, upon request of the District, provide proof of such compliance

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

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

**PASSED AND ADOPTED** this 13<sup>th</sup> day of February, 2020.

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Form License Agreement for Signage



**Towne Park  
Community Development District**

**License Agreement**

**LICENSE AGREEMENT BETWEEN THE TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT AND \_\_\_\_\_,  
REGARDING THE USE OF CERTAIN DISTRICT PROPERTY**

**THIS LICENSE AGREEMENT** ("License Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 THE City of Lakeland, Florida, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District" or the "Licensor"), and

\_\_\_\_\_, a \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (the "Licensee").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Licensee desires to install and maintain a sign on property which is owned and maintained by the District consistent with the District's Signage Policy adopted February 13, 2020; and

**WHEREAS**, the District agrees to grant the Licensee a non-exclusive, revocable license for the access and use of property within the District for the limited purpose of installing and maintaining such sign; and

**WHEREAS**, the District and the Licensee desire to set forth the terms of their mutual agreement regarding the access and use of the property regarding same.

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

**SECTION 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and by this reference are incorporated herein as a material part of this License Agreement.

**SECTION 2. GRANT OF LICENSE.** The District hereby grants to the Licensee a non-exclusive, revocable license to install and maintain a temporary sign which will not exceed \_\_\_\_\_ in size, to be placed in the location designated on **Exhibit A** (the "License Property"), attached hereto and incorporated herein by reference, in full compliance with this

License Agreement, the Signage Policy and all other laws, rules, regulations, codes, or ordinances, as applicable.

**SECTION 3. CONDITIONS ON THE LICENSE.** The License granted in Section 2, above, is subject to the following terms and conditions:

**A.** Licensee's access to and use of that certain District property for the purposes contemplated by this License Agreement is limited to the License Property and reasonable ingress and egress thereto;

**B.** Licensee shall be fully responsible for the installation of the sign and any maintenance, damage, removal, or other incidentals associated with the installation, maintenance, ongoing use, and removal of the sign;

**C.** Licensee has obtained the Licensor's approval of the sign, a rendering of which is attached hereto as **Exhibit B**.

**SECTION 4. ACCESS.** The District hereby grants the Licensee and its members, agents, and assigns the limited right to access the License Property for the purposes described in this License Agreement. The Licensee shall use all due care to accomplish the installation, maintenance, and removal of the sign without damage to the property of the District, its residents and landowners, or any District improvements. The Licensee shall be fully responsible for any and all damage to any real or personal property of the District, its residents, or any third parties as a result of the Licensee's use of the License Property under this License Agreement, including any damage caused by the installation, maintenance, or removal of the sign, and agrees to promptly repair or replace any such damage at its sole expense. The Licensee shall be responsible for returning the License Property to its original conditions upon the removal of the sign, including but not limited to any existing landscaping or any other condition of the License Property immediately prior to installation and removal of Licensee's sign. Any such repairs or replacements shall be at the Licensee's sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Section 4 shall survive the termination or expiration of this License Agreement.

**SECTION 5. EFFECTIVE DATE; TERM.** This License Agreement shall become effective on the date and year first written above and shall continue in full force and effect for a period of \_\_\_\_\_ [days/weeks/months] from such date, unless revoked or terminated earlier in accordance with the terms of this License Agreement.

**SECTION 6. REVOCATION, SUSPENSION AND TERMINATION.** The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, with or without cause, the District shall provide a fourteen (14) calendar days prior written notice to the Licensee of the suspension or revocation. The Licensee shall remove the sign, at its sole expense, within seven (7) calendar days of the effective date of the suspension or revocation, unless otherwise agreed to in writing by the District. The Licensee may terminate this License Agreement upon written notice to the District. The Licensee shall not be entitled to any compensation, off sets, incidental

costs or any other payment under this License Agreement as a result of any revocation or termination of this License Agreement. The provisions of Sections 4 and 8 shall survive any revocation, suspension or termination of this License Agreement.

**SECTION 7. COMPLIANCE WITH LAWS, RULES AND POLICIES.** The Licensee shall comply at all times with all relevant laws, rules, regulations, codes, or ordinances applicable to the purposes contemplated by this License Agreement and shall, upon request of the District, provide proof of such compliance. The Licensee shall comply in all material respects with the District's Rules and Policies and acknowledges that it has received a copy of such Rules and Policies.

**SECTION 8. INDEMNIFICATION.**

**A.** 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 and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** The Licensee shall defend, indemnify, and hold harmless the District, and its supervisors, officers, staff, and assigns ("Indemnitees") from any and all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising out of the acts or omissions of the Licensee, its members, agents, or assigns in connection with the purposes of this License Agreement.

**D.** For purposes of this section, "acts or omissions" on the part of the Licensee and its members, agents, or assigns includes, but is not limited to, installation of the sign in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency having jurisdiction, unless such permit, license, certification, consent, or other approval is first obtained.

**D.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Section 8 shall survive the termination or expiration of this License Agreement.

**SECTION 9. SOVEREIGN IMMUNITY.** Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability 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 License 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.

**SECTION 10. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this License Agreement by court proceedings or otherwise and is successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 11. DEFAULT.** In the event that Licensee fails to perform any covenant, term, or provision of this License Agreement, then the District shall have the right to immediately terminate this License Agreement and Licensee shall remove any and all signage from the District property.

**SECTION 12. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

**SECTION 13. AMENDMENT.** Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**SECTION 15. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be hand delivered, mailed by overnight courier or United States Certified Mail, postage prepaid, to the parties as follows:

**If to the District:** Towne Park Community Development District  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

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

**If to the Licensee:**

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

Except as otherwise provided in this License 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 License 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 the Licensee may deliver Notice on behalf of the District and the Licensee. 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.

**SECTION 16. INTERFERENCE BY THIRD PARTY.** The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party not a formal party to this License Agreement.

**SECTION 17. PUBLIC RECORDS.** The Licensee acknowledges and agrees that all documents of any kind relating to this License Agreement may be public records and shall be treated as such in accordance with Florida law.

**SECTION 18. CONTROLLING LAW AND VENUE.** This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent and agree that the exclusive venue for any action arising out of or related to this License Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

**SECTION 19. ARM'S LENGTH NEGOTIATION.** This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

**SECTION 20. THIRD PARTY BENEFICIARIES.** This License Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this License Agreement. Nothing in this License Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this License Agreement or any of the provisions or conditions of this License Agreement; and all of the provisions, representations, covenants and conditions contained in this License Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 21. AUTHORIZATION.** The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to bind the party and comply with the terms and conditions of this License Agreement.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this License Agreement shall not affect the validity or enforceability of the remaining portions of this License Agreement, or any part of this License Agreement not held to be invalid or unenforceable.

**SECTION 23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this License Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this License Agreement.

**SECTION 24. COUNTERPARTS.** This License 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.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties execute this License Agreement the day and year first written above.

**ATTEST:**

**LICENSOR:**

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT,**

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

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

**WITNESSES:**

**LICENSEE:**

\_\_\_\_\_

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

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

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

**Exhibit A:** License Property  
**Exhibit B:** Approved Sign



## **Exhibit A – License Property**

*[Attach map of Signage location on District property]*

## **Exhibit B – Approved Sign**

*[Attach rendering of approved Signage]*

**Towne Park  
Community Development District**

**Builder Requests**

## Jane Gaarlandt

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**From:** Patrick Marone <pmarone@heathfl.com>  
**Sent:** Monday, December 16, 2019 12:06 PM  
**To:** Jane Gaarlandt  
**Subject:** FW: Riverstone Developer

EXTERNAL EMAIL: Use care with links and attachments.

Jane, what have you found to work best with signage when working with multiple builders?

Thanks,

Patrick

PATRICK MARONE  
HEATH CONSTRUCTION AND MANAGEMENT, LLC  
346 East Central Avenue  
Winter Haven, FL 33880  
Cell: 863-585-8699

**From:** Brittany Young <Brittany.Young@Pulte.com>  
**Sent:** Monday, December 16, 2019 9:16 AM  
**To:** Ray Aponte <Ray.Aponte@Pulte.com>; Patrick Marone <pmarone@heathfl.com>  
**Subject:** RE: Riverstone Developer

Thank you Ray.

Pat, I would like to add razor flags at the front entrance and in front of our models, as well as putting banner flags at our Centex entrance by the models. I also want to understand the plan for model wayfinding signs throughout the community. Please let me know if you have this information or know who the best contact is.

Thank you,



**Brittany Young**  
Marketing Manager : : West Florida Division  
**direct** (813) 964-5175 : : **cell** (716) 425-9757  
[brittany.young@pulte.com](mailto:brittany.young@pulte.com)



## Jane Gaarlandt

---

**From:** Patrick Marone <pmarone@heathfl.com>  
**Sent:** Thursday, January 9, 2020 3:16 PM  
**To:** Jane Gaarlandt; Lauren.Rubin@starlighthomes.com; Scott Shapiro  
**Subject:** FW: Starlight Riverstone - Proposed Signage  
**Attachments:** Riverstone Signage Guide.pdf

EXTERNAL EMAIL: Use care with links and attachments.

Jane, Starlink has submitted the following for CDD approval.

Thanks,

Patrick

PATRICK MARONE  
HEATH CONSTRUCTION AND MANAGEMENT, LLC  
346 East Central Avenue  
Winter Haven, FL 33880  
Cell: 863-585-8699

**From:** Lauren Rubin <Lauren.Rubin@starlighthomes.com>  
**Sent:** Thursday, January 9, 2020 11:56 AM  
**To:** Patrick Marone <pmarone@heathfl.com>; Scott Shapiro <scott@lminv.com>  
**Cc:** Reed Williams <reed.williams@starlighthomes.com>; Darryl Colwell <Darryl.Colwell@starlighthomes.com>; Molly Pilgrim <molly.pilgrim@starlighthomes.com>  
**Subject:** Starlight Riverstone - Proposed Signage

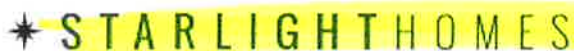
Hi All,

As Starlight begins to get closer to opening our Riverstone community, I wanted to send over the proposed signage that is typically placed in all Starlight communities, as I know it needs to be approved by the CDD prior to placing any signage. Attached you will find all the proposed signage we have for the opening of the community and details on where the signage would be located.

Please review and feel free to reach out if you have any questions regarding the attachment.

Thank you!

**LAUREN RUBIN**  
Marketing Project Manager  
Starlight Homes - Corporate HQ

The logo for Starlight Homes, featuring a stylized star icon to the left of the text "STARLIGHT HOMES". The text is in a bold, sans-serif font, and the word "HOMES" is slightly smaller than "STARLIGHT". The entire logo is set against a yellow rectangular background.



## 1 – Community ID Sign

Located at the entrance of the community



## 1 – Blade

### Flags

2 flags will be located at the entrance of the community with the Community ID Sign



## 2 – Wayfinding Signs

Located along the road leading towards the community (# of signs varies based off needs)



## 4 – Sold, Available, Private Residence, Driveway Barricade

- 1 Sold Sign will be placed on each finished, unoccupied & sold lot
- 1 Available sign will be placed on each finished & available lot
- 1 Private Residence sign will be placed on each sold & occupied lot
- 1 Driveway barricade will be located on each lot still under construction



## 3 – Sales Center Sign, Blade Flags & Parking Signs

Sales Center Sign on Model Home lot  
4 Blade Flags Placed around Model Home lot  
Parking sign placed at the entrance/exit of parking lot



**Towne Park  
Community Development District**

**Fiscal Year 2019 Auditor Engagement Letter**





Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

January 3, 2020

(850) 837-3141  
(850) 654-4619 (fax)  
CRlcpa.com

Towne Park Community Development District  
PFM Group Consulting, LLC  
12051 Corporate Blvd.  
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Towne Park Community Development District for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Towne Park Community Development District as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Towne Park Community Development District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Towne Park Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Towne Park Community Development District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Towne Park Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of Towne Park Community Development District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation

of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

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

#### **Audit Procedures—General**

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

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

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

with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

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

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

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

#### **Audit Procedures—Compliance**

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

#### **Other Services**

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

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, Local Government Investment Policies, as of September 30, 2019. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

## **Management Responsibilities**

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives



discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

We will provide copies of our reports to District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and

- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**PFM Group Consulting, LLC  
Jane Gaarlandt  
12051 Corporate Blvd.  
Orlando, FL 32817**

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

We expect to begin our audit on approximately January 1, 2020 and to issue our final reports no later than June 15, 2020. We will submit a preliminary draft audit report to the District for review no later than May 15, 2020. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$6,500. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with this agreement. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The engagement contemplates an initial contract period of one (1) year. The audit will include all funds maintained by the District including but not limited to general fund, debt-service fund, and capital projects fund. The District will provide a statement describing corrective actions to be taken in response to each of the auditor's recommendations included in the audit report, if any. This letter with any addendum, if applicable, is the complete and exclusive statement of the agreement between the proposer and the District with respect to the terms of the engagement between the parties. This agreement may be terminated at-will with 30 days' written notice, and the District will pay all invoices for services rendered prior to the date of the notice of termination.

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

Very truly yours,

*Carr, Riggs & Ingram, L.L.C.*

**CARR, RIGGS & INGRAM, LLC**  
**Certified Public Accountants**

RESPONSE:

This letter correctly sets forth the understanding of Towne Park Community Development District.

Management signature: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

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

**Towne Park  
Community Development District**

**Agreements with Polk County Property Appraiser**



**Towne Park  
Community Development District**

**Non Ad-Valorem Assessments**


# CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 06, 2019 by and between the Towne Park Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2020 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Towne Park Community Development District.
3. The term of this Agreement shall commence on January 1, 2020 and shall run until December 31, 2020, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, the Special District shall provide **proposed assessments no later than Friday, July 17, 2020**, for inclusion on the 2020 TRIM notice which is statutorily mailed within 55 days of July 1. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2020**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2020 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice. The Property Appraiser will require **payment on or before Tuesday, September 15, 2020** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED on the date first above written  
By:

  
Special District Representative

JANE GARLAND  
Print name

District Manager  
Title

Marsha M. Faux, CFA, ASA  
Polk County Property Appraiser  
By:



Marsha M. Faux, Property Appraiser

# **Towne Park Community Development District**

## **Data Sharing and Usage**



**Marsha M. Faux, CFA, ASA**  
**Polk County Property Appraiser**  
**2020 Data Sharing and Usage Agreement**

**TOWNE PARK CDD**

This Data Sharing and Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **TOWNE PARK CDD**, hereafter referred to as **agency**, can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

The confidentiality of personal identifying and location information including: names, physical, mailing, and street addresses, parcel ID, legal property description, neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt / confidential status, hereafter referred to as **confidential information**, will be protected as follows:

1. The **agency** will not release **confidential information** that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential information** in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential information** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential information** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.

The term of this Agreement shall commence on **January 1, 2020** and shall run until **December 31, 2020**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Polk County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement for the term of the agreement.

**POLK COUNTY PROPERTY APPRAISER**

Signature: Marsha Faux  
Print: Marsha M. Faux CFA, ASA  
Title: Polk County Property Appraiser  
Date: December 2, 2019

**TOWNE PARK CDD**

Signature: Jane Garland  
Print: JANE GARLAND  
Title: District Manager  
Date: 12/10/2019

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

**Towne Park  
Community Development District**

**License Agreement for Dock Installation**

After recording, please return to:

District Manager  
Towne Park Community Development District  
c/o PFM Group Consulting LLC  
12051 Corporate Boulevard  
Orlando, Florida 32817

Parcel ID # 23-29-08-139621-005040

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## LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS

THIS LICENSE AGREEMENT FOR IMPROVEMENTS INSTALLATION ("**Agreement**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among **ARTHUR C. LAMB** and **KIMBERLY L. LAMB**, husband and wife (together, the "**Owner**") residing at 5251 White Egret Lane, Lakeland, Florida 33811, and the **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT** (the "**District**"), a local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817.

### RECITALS

**WHEREAS**, Owner is the owner of Lot 4, Block 5, as per the plat ("**Plat**") of Towne Park Estates Phase 2A recorded in Plat Book 163, Pages 47-54, inclusive, of the Official Records of Polk County, Florida ("**Property**"); and

**WHEREAS**, Owner desires to install a dock and related appurtenances ("**Improvements**") within the CDD-owned lake, which is more particularly described as "Tract C" ("**Lake**"), with a Parcel ID number 23-29-08-139621-005240, and abutting said Property and as shown on the Plat ("**License Area**"); and

**WHEREAS**, due to the CDD's legal interests in the Lake, among other reasons, Owner requires the CDD's consent before constructing improvements within any portion of the surface water management system, including the Lake; and

**WHEREAS**, the CDD has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

**1. RECITALS.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

**2. LICENSE FOR IMPROVEMENTS INSTALLATION AND MAINTENANCE; LIMITATION.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to install, operate and maintain removable Improvements on the License Area.

**3. OWNER RESPONSIBILITIES.** The Owner has the following responsibilities:

a. The Owner shall be fully responsible for the installation, operation and maintenance of the Improvements.

b. The Owner shall be responsible for ensuring that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, applicable environmental regulations, etc.).

c. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the \_\_\_\_\_ [INSERT HOMEOWNERS ASSOCIATION NAME] ("Association"), Southwest Florida Water Management District, City of Lakeland, Polk County, Florida, and any and all other necessary permits and approvals).

d. The Owner shall ensure that the installation, operation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.

e. Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Lake, or with any other applicable permits or rights. For example, if the Improvements include a dock, such dock shall be installed within the Lake so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any CDD owned assets, including but not limited to CDD lake banks, littorals, lake floor and contour, and any Lake improvements that may be located within the Lake, or any utilities within the public utility easement, if any. It shall be Owner's responsibility to relocate littoral plantings, and to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.

f. Upon completion of the installation, the Improvements shall be owned by the Owner. Owner shall be responsible for the operation, maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good and working condition.

g. Additionally, the Owner shall keep the License Area 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 the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Lake described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner shall exercise the privilege granted herein at Owner's own risk and agrees that Owner shall never claim and hereby waives any such claim of damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner shall be obligated to remove, repair or replace abandoned or damaged Improvements. Should Owner fail to remove, repair or replace abandoned or damaged Improvements, Owner acknowledges that, without notice, the CDD may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the CDD is not obligated to

re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal. Failure to abide by any of the foregoing conditions may constitute grounds for termination of this Agreement, in the District's sole discretion, and the District may terminate this Agreement upon a written notice to the Owner and recording such termination notice in the Official Records of Polk County, Florida. In the event the Owner removes the Improvements in their entirety, Owner may terminate this Agreement upon written notice to the District and record such termination in the Official Records of Polk County, Florida.

**5. INSURANCE.** The Owner shall keep and maintain general comprehensive liability insurance coverage, in an amount acceptable to the District, throughout the term of this Agreement. The District and its supervisors, officers, staff, representatives and agents shall be named as additional insured parties on such policy. Upon the District's request, the Owner shall furnish the District with written evidence that such insurance coverage is in full force and effect.

**6. INDEMNIFICATION.** Owner agrees to indemnify, defend and hold harmless the City of Lakeland, Polk County, the CDD, Southwest Florida Water Management District, the Association, and any property management company of the Association, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against any and all liability and/or damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

**7. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD 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.

**8. ATTORNEY'S FEES AND COSTS.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

**9. DESIGNATION.** The CDD hereby designates the District Manager to act as the District's representative, who shall be given authority to execute this Agreement.

**10. COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

*[Signature pages follow]*



IN WITNESS THEREOF, parties have caused these presents to be executed on the day and year first written above.

WITNESSES:

OWNER

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

\_\_\_\_\_  
Arthur C. Lamb

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

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

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Arthur C. Lamb.

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

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

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

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

[LICENSE AGREEMENT SIGNATURE PAGE 1 OF 3]

**WITNESSES:**

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

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

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

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

**OWNER**

\_\_\_\_\_  
Kimberly L. Lamb

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kimberly L. Lamb.

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

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

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

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

*[LICENSE AGREEMENT SIGNATURE PAGE 2 OF 3]*

**WITNESSES:**

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

\_\_\_\_\_  
D. Joel Adams, Chairperson  
Board of Supervisors

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

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by D. Joel Adams, as Chairperson of the Board of Supervisors for Towne Park Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

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

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

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

*[LICENSE AGREEMENT SIGNATURE PAGE 3 OF 3]*

**Towne Park  
Community Development District**

**Agreement between the District and Floralawn**

**AGREEMENT FOR LANDSCAPE AND IRRIGATION INSPECTION  
MAINTENANCE SERVICES BETWEEN TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT AND FLORALAWN, INC.**

**THIS AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, with an effective date of December 1, 2019, by and between:

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government located within the City of Lakeland, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

**FLORALAWN INC.**, a Florida corporation, whose principal address is 734 South Combee Road, Lakeland, Florida 33801 (the "Contractor").

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

**WHEREAS**, the District owns, operates and maintains the certain areas identified as "Towne Park Estates" and "Riverstone", identified on the maintenance maps attached as **Exhibit A** and incorporated herein; and

**WHEREAS**, Contractor represents that it is qualified, willing and capable to provide landscape and irrigation maintenance services and desires to provide the Services to the District; 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:

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of Services within the District as described herein and in **Exhibits A and B**.

**B.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to

comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

D. The Contractor shall report directly to the District's Designees who shall be the District Manager and the Field Specialist. Contractor acknowledges and agrees that the District has the right to request that Contractor's employees and/or subcontractors who do not behave in a professional manner, in the District's sole determination, be removed from the Contractor's maintenance team(s) providing the Services to the District.

E. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. This includes, but is not limited to, damage caused by Contractor to irrigation heads and lines, landscape, grasses or any other District or landowner properties or improvements.

F. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.

### **SECTION 3. COMPENSATION; TERM.**

A. As compensation for the completion of the Services, the District agrees to pay the Contractor twelve (12) equal monthly payments of Seven Thousand Six Hundred and Five Dollars (\$7,605.00), not to exceed a total amount of Ninety-One Thousand Two Hundred and Sixty Dollars (\$91,260.00) for the term of this Agreement, as more particularly described in **Exhibit B**, which amount shall include all tools, labor and materials necessary to complete the Services.

B. The effective term of this Agreement shall be from December 1, 2019 through November 30, 2020, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed, at the sole discretion of the District, for an additional one (1) year term upon written approval by the parties, provided, however, the total compensation for all services rendered pursuant to this Agreement, including any additional services authorized pursuant to an addendum, addenda, a change order or a work authorization, shall not exceed the amount provided in section 287.017, *Florida Statutes*, for CATEGORY FOUR.

C. If the District should desire additional work or services not provided in **Exhibit B**, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4, and no additional work or services shall commence prior to the full execution of same.

Contractor understands and agrees that the District shall not be responsible for any work or services performed outside the scope of services to be provided pursuant to this Agreement or any approved and executed work order, addendum, addenda, or change order.

**D.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding of any payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**E.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5<sup>th</sup>) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service is a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event this Agreement is not a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall substantially be in the form attached hereto as **Exhibit C.**

**SECTION 5. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or

Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe on any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 6 INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured prior to the commencement of the Services. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 7. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed



by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain Workers' Compensation insurance on behalf of Contractor. Moreover, Contractor shall provide the District with a completed IRS W-9 form prior to the commencement of the Services.

**SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 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 actual damages 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.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. 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 the Contractor.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:**      Floralawn Inc.  
734 South Combee Road  
Lakeland, Florida 33801  
Attn: Lucas Martin
- B. If to District:**      Towne Park Community Development District  
c/o PFM Group Consulting LLC.  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager
- With a copy to:**      Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel

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 the Contractor may deliver Notice on behalf of the District and the 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.

**SECTION 14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the 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 the 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 the Contractor and their respective representatives, successors, and assigns.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. 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. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 18. 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 of 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.

**SECTION 19. 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.

**SECTION 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 22. 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 **Victoria Martinez** ("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 the 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 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 the Contractor, the 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) 723-5900, MARTINEZV@PFM.COM, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.**

**SECTION 23. 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.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Any and all prior agreements, addendum, amendments, change orders, or other written or verbal communication regarding the provision of landscape and irrigation maintenance between the parties are hereby repealed and superseded by this Agreement.

**SECTION 26. 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 the 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 the 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.

**SECTION 27. 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.

**SECTION 28. 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.

*[Signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

WITNESS:

**FLORALAWN INC.**, a Florida  
corporation

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

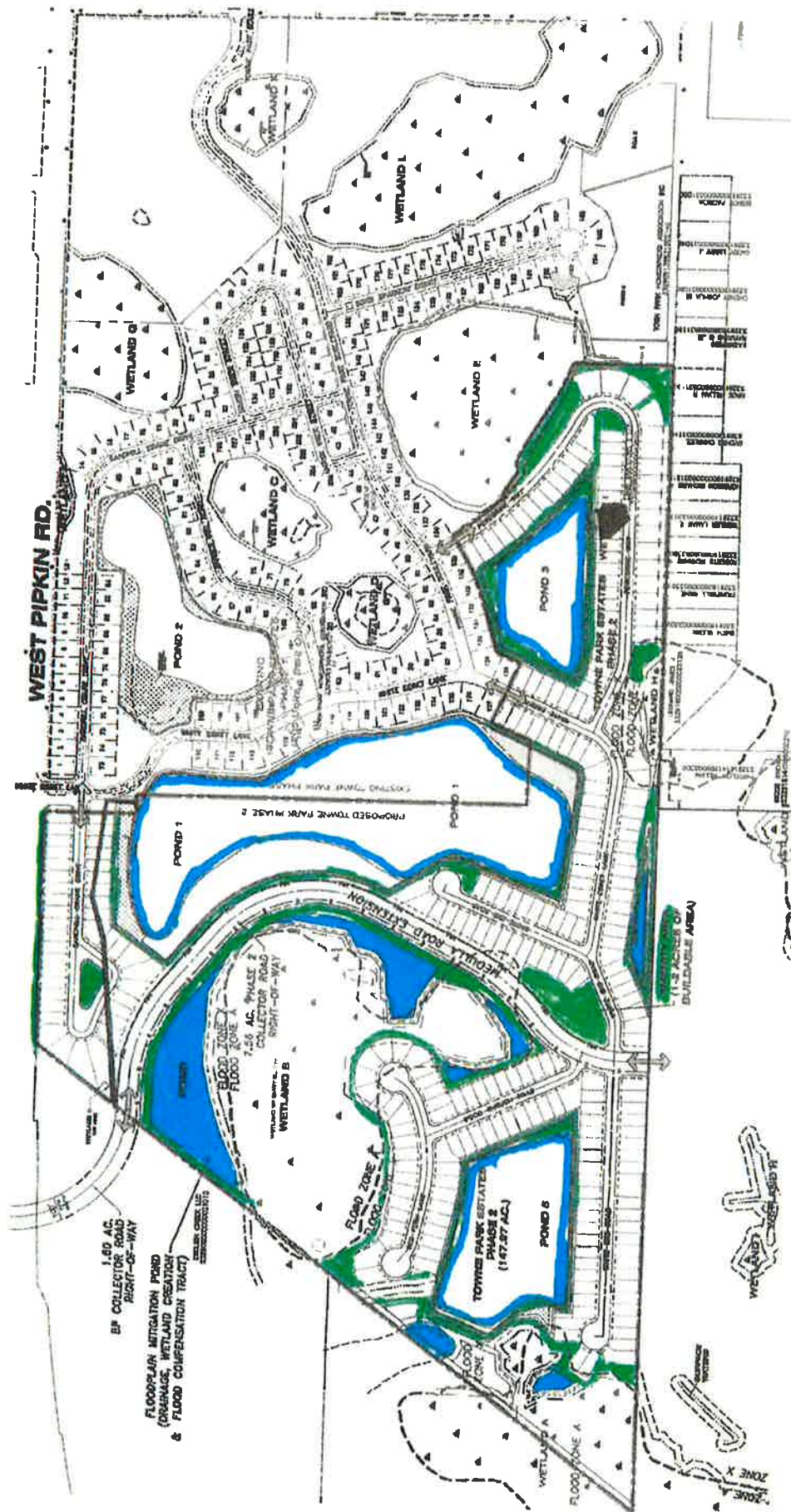
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Landscape Maintenance Maps  
**Exhibit B:** Scope of Services  
**Exhibit C:** Form of Change Order

**EXHIBIT A - LANDSCAPE MAINTENANCE MAP**

**ATTACH MAP INDICATING ALL SERVICE AREAS**





## EXHIBIT B – SCOPE OF SERVICES



734 South Combee Road | 863.668.6191 Phone  
Lakeland, Florida 33894 | 863.668.0495 Fax  
[www.floralawn.com](http://www.floralawn.com)

### **LANDSCAPE MAINTENANCE FOR COMMON GROUNDS (Roadway, Clubhouse, Everything ready to maintain as of 11/1/2019)**

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$3,046	\$36,552
St Augustine Fertilization (6x a year)	\$1,637	\$19,644
Shrub Fertilization (4x a year)	\$177	\$2,124
Monthly Irrigation Inspection	\$480	\$5,760
<b>TOTAL</b>	<b>\$5,340</b>	<b>\$64,080</b>

### **LANDSCAPE MAINTENANCE FOR COMMON GROUNDS (Riverstone Ponds)**

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$2,265	\$27,180

# Landscape Maintenance Program

## *Scope of Services*

### TURF CARE

- Mowing** Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance 42 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season April through October and every other week during the non-growing season or as needed November through March.
- Trimming** Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.
- Edging** All turf edges of walks, curbs, and driveways shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

### TREE, SHRUB, AND GROUND COVER CARE

- Pruning** All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 10 times per year to ensure the following:
- Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
  - Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
  - The removal of dead, diseased, or injured branches and palms will be performed as needed.
  - Ground covers and vines can maintain a neat and uniform appearance.
- Weeding** Weeds will be removed from all plant, tree, and flower beds 18 times per year. This incorporates 2 times per month during the growing season and 1 time per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.

### MISCELLANEOUS

- Clean-Up** All non-turf areas will be cleaned with a backpack or street blower to remove debris created by landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

### OPTIONAL ITEMS & ADDITIONAL SERVICES

- Landscape design & installation
- Annual flower bed design & installation
- Thin & prune trees over 10' in height
- New plant installation
- Pump Maintenance
- Sodding and/or Seeding
- Mulching
- Prune Palms over 15' of clear trunk
- Leaf clean-up
- Pump repair & installation

## **EXHIBIT C**

### **Form of Change Order**

#### **WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE MAINTENANCE SERVICES**

**THIS WORK AUTHORIZATION** (the "Work Authorization"), dated \_\_\_\_\_, 20\_\_, authorizes certain work in accordance with that certain *Agreement for Landscape Maintenance Services* (the "Agreement"), dated \_\_\_\_\_, 20\_\_, with an effective date of December 1, 2019, by and between:

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government located within the City of Lakeland, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

**FLORALAWN INC.**, a Florida corporation, whose principal address is 734 South Combee Road, Lakeland, Florida 33801 (the "Contractor").

**SECTION 1. SCOPE OF SERVICES.** In addition to the Services described in the Agreement and any Exhibits, Amendments and Work Authorizations thereto, the Contractor shall provide additional landscape [OR IRRIGATION] maintenance services, as set forth in the attached **Exhibit** \_\_, incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services").

**SECTION 2. COMPENSATION.** It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit** \_\_, and in the manner set forth in the Agreement.

**SECTION 3. ACCEPTANCE.** Acceptance of this Work Authorization shall authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

WITNESS:

**FLORALAWN INC.**

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

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

**Exhibit \_\_:** Proposal/Scope and Compensation for Additional Services

**Towne Park  
Community Development District**

**Payment Authorization Nos. 129 – 137**

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #129**

12/6/2019

Item No.	Payee	Invoice Number	Amount
<b>1</b>	<b>Business Observer</b>		
	Legal Advertising on 11/29/2019	19-02159K	\$ 61.25
	Legal Advertising on 11/29/2019	19-02161K	\$ 50.31
<b>2</b>	<b>FloraLawn</b>		
	December Lawn Maintenance	87561	\$ 5,099.00
<b>3</b>	<b>Grunit Pool Contractors</b>		
	December Pool Service	1309	\$ 1,350.00
<b>4</b>	<b>Hopping Green &amp; Sams</b>		
	General Counsel Through 10/31/2019	111385	\$ 6,796.88
<b>5</b>	<b>The Lake Doctors</b>		
	December Water Management	474265	\$ 1,144.00
<b>6</b>	<b>PFM Group Consulting</b>		
	DM Fee: November 2019	DM-11-2019-0073	\$ 2,083.33
	Website Fee: November 2019	DM-11-2019-0074	\$ 100.00
<b>7</b>	<b>Spectrum Business</b>		
	Acct: 50774201-01 ; Service 11/24/2019 - 12/23/2019	77420101112519	\$ 174.96
<b>8</b>	<b>Stewart &amp; Associates</b>		
	Landscaping Repairs Due to Vehicle Damage	10980	\$ 34,916.00
<b>9</b>	<b>Supervisor Fees - 10/10/2019 Meeting</b>		
	Scott Shapiro	--	\$ 200.00
	Brian Walsh	--	\$ 200.00
	Joel Adams	--	\$ 200.00
	Jeffrey Shenefield	--	\$ 200.00
<b>10</b>	<b>Supervisor Fees - 11/14/2019 Meeting</b>		
	Brian Walsh	--	\$ 200.00
	Joel Adams	--	\$ 200.00
	Jeffrey Shenefield	--	\$ 200.00
<b>Total</b>			<b>\$ 53,175.73</b>

  
 Chairperson

RECEIVED DEC 13 2019

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #130**  
12/13/2019

Item No.	Payee	Invoice Number	Amount
1	<b>Absolute Engineering</b> Engineering Services Through 11/30/2019	20144	\$ 117.50
2	<b>Business Observer</b> Legal Advertising on 12/06/2019	19-02183K	\$ 105.00
3	<b>Lakeland Electric</b> Acct: 3555225 Through 12/02/2019	--	\$ 66.98
	Acct: 3568145 Through 12/02/2019	--	\$ 711.31
<b>Total</b>			<b>\$ 1,000.79</b>

  
\_\_\_\_\_  
Chairperson

RECEIVED DEC 16 2019

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #131**

12/20/2019

Item No.	Payee	Invoice Number	Amount
1	<b>Fuqua Janitorial Services</b> December Clubhouse/Pool Area Cleaning	7982	\$ 645.00
2	<b>Lakeland Electric</b> Acct: 3587794 ; Service 11/03/19 - 12/02/19	--	\$ 79.87
<b>Total</b>			<b>\$ 724.87</b>

  
Chairperson

D. Joel Adams

RECEIVED DEC 26 2019



**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #132 (revised)**  
12/27/2019

Item No.	Payee	Invoice Number	Amount
1	<b>Hopping Green &amp; Sams</b> General Counsel Through 11/30/2019	111960	\$ 4,685.88
2	<b>PFM Group Consulting</b> October Reimbursables	OE-EXP-00493	\$ 122.71
<b>Total</b>			<b>\$ 4,808.59</b>

  
\_\_\_\_\_  
**D. Joe Adams**  
Chairperson

RECEIVED JAN 26 2020

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #133**

1/3/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Business Observer</b> Legal Advertising on 12/27/2019	19-02271K	\$ 50.31
2	<b>FloraLawn</b> January Lawn Maintenance	87988	\$ 5,099.00
	December Irrigation Repairs	88009	\$ 82.19
3	<b>Lakeland Electric</b> Acct: 3593606 Deposit Payment	--	\$ 152.75
4	<b>Spectrum Business</b> Acct: 50774201-01 ; Service 12/24/2019 - 01/23/2020	77420101122519	\$ 99.98
<b>Total</b>			<b>\$ 5,484.23</b>

  
Chairperson

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #134**

1/10/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Grunit Pool Contractors</b> January Pool Service	1327	\$ 1,350.00
2	<b>The Lake Doctors</b> January Water Management	479885	\$ 1,144.00
3	<b>Lakeland Electric</b> Acct: 3555225 Through 01/02/2020	--	\$ 70.50
	Acct: 3568145 Through 01/02/2020	--	\$ 840.58
	Acct: 3587794 Through 01/02/2020	--	\$ 18.77
4	<b>PFM Group Consulting</b> DM Fee: December 2019	DM-12-2019-0072	\$ 2,083.33
	Website Fee: December 2019	DM-12-2019-0073	\$ 100.00
<b>Total</b>			<b>\$ 5,607.18</b>

  
Chairperson

RECEIVED JAN 15 2020

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #135**

1/17/2020

Item No.	Payee	Invoice Number	Amount
1	<b>FloraLawn</b>		
	Leak Repair	88070	\$ 125.74
	January Irrigation Repairs	88092	\$ 85.22
2	<b>Fuqua Janitorial Services</b>		
	January Pool & Clubhouse Cleaning	8009	\$ 600.00
3	<b>Joe G. Tedder, Tax Collector</b>		
	Tax Roll Postage	--	\$ 34.45
<b>Total</b>			<b>\$ 845.41</b>



Chairperson

RECEIVED JAN 22 2020

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #136**

1/24/2020

Item No.	Payee	Invoice Number	Amount
1	<b>A &amp; R Contracting &amp; Cleaning</b> Pressure Washing	2600	\$ 600.00
2	<b>Absolute Engineering</b> Engineering Services Through 12/31/2019	20167	\$ 117.50
3	<b>Grunit Pool Contractors</b> January Phosphate Treatment	1332	\$ 300.00
4	<b>PFM Group Consulting</b> DM Fee: January 2020 Website Fee: January 2020	DM-01-2020-0072 DM-01-2020-0073	\$ 2,083.33 \$ 100.00
<b>Total</b>			<b>\$ 3,200.83</b>

  
\_\_\_\_\_  
Chairperson

RECEIVED JAN 24 2020

**Towne Park  
Community Development District**

**Monthly Financials**

**Towne Park CDD**  
Statement of Financial Position  
As of 12/31/2019

	General Fund	Debt Service Funds	Debt Service Fund Series 2019	Capital Projects Fund	Capital Proj Fund Series 2019	Long Term Debt Group	Total
<u>Assets</u>							
<u>Current Assets</u>							
General Checking Account	\$481,343.45						\$481,343.45
Assessments Receivable	374,081.73						374,081.73
Deposits	4,500.00						4,500.00
Assessments Receivable		\$908,921.76					908,921.76
Due From Other Funds		118,879.56					118,879.56
Debt Service Reserve S2016		113,137.50					113,137.50
Debt Service Reserve S2018-2B		108,628.12					108,628.12
Debt Service Reserve S2018-3A		296,671.87					296,671.87
Revenue S2016		7,910.13					7,910.13
Revenue S2018-2B		12,247.13					12,247.13
Revenue S2018-3A		563,389.53					563,389.53
Prepayment S2016		637.09					637.09
Prepayment S2018-2B		243,253.26					243,253.26
Prepayment S2018-3A		2,761,963.18					2,761,963.18
Capitalized Interest S2018-2B		4.68					4.68
Capitalized Interest S2018-3A		14.59					14.59
Debt Service Reserve S2019-3B			\$335,843.76				335,843.76
Debt Service Reserve S2019-3C			322,120.00				322,120.00
Revenue S2019-3B			2,321.69				2,321.69
Capitalized Interest S2019-3B			120,484.37				120,484.37
Capitalized Interest S2019-3C			93,772.05				93,772.05
Acquisition/Construction S2016				\$0.21			0.21
Acquisition/Construction S2018-2B				106.13			106.13
Acquisition/Construction S2018-3A				144,872.89			144,872.89
Acquisition/Construction S2019-3B					\$1,852,345.72		1,852,345.72
Acquisition/Construction S2019-3C					3,962,267.54		3,962,267.54
Cost of Issuance S2019-3B					1,517.52		1,517.52
Cost of Issuance S2019-3C					44,422.50		44,422.50
Total Current Assets	\$859,925.18	\$5,135,658.40	\$874,541.87	\$144,979.23	\$5,860,553.28	\$0.00	\$12,875,657.96

**Towne Park CDD**  
Statement of Financial Position  
As of 12/31/2019

	General Fund	Debt Service Funds	Debt Service Fund Series 2019	Capital Projects Fund	Capital Proj Fund Series 2019	Long Term Debt Group	Total
<b><u>Investments</u></b>							
Amount Available in Debt Service Funds							
Amount To Be Provided							
Total Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,982,398.95 21,077,601.05 \$26,060,000.00	\$4,982,398.95 21,077,601.05 \$26,060,000.00
<b>Total Assets</b>	<u>\$859,925.18</u>	<u>\$5,135,658.40</u>	<u>\$874,541.87</u>	<u>\$144,979.23</u>	<u>\$5,860,553.28</u>	<u>\$26,060,000.00</u>	<u>\$38,935,657.96</u>
<b><u>Current Liabilities</u></b>							
Accounts Payable	\$178,334.71						\$178,334.71
Deferred Revenue	374,081.73						374,081.73
Deferred Revenue		\$908,921.76					908,921.76
Accounts Payable				\$6,293.36 57,223.07			6,293.36 57,223.07
Retainage Payable S2018-3A					\$169,582.85		169,582.85
Retainage Payable S2019-3B					27,935.28		27,935.28
Accounts Payable					13,415.43		13,415.43
Retainage Payable S2019-3C							
Total Current Liabilities	<u>\$552,416.44</u>	<u>\$908,921.76</u>	<u>\$0.00</u>	<u>\$63,516.43</u>	<u>\$210,933.56</u>	<u>\$0.00</u>	<u>\$1,735,788.19</u>
<b><u>Long Term Liabilities</u></b>							
Revenue Bonds Payable - Long-Term						\$26,060,000.00	\$26,060,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26,060,000.00</u>	<u>\$26,060,000.00</u>
<b>Total Liabilities</b>	<u>\$552,416.44</u>	<u>\$908,921.76</u>	<u>\$0.00</u>	<u>\$63,516.43</u>	<u>\$210,933.56</u>	<u>\$26,060,000.00</u>	<u>\$27,795,788.19</u>



**Towne Park CDD**  
Statement of Financial Position  
As of 12/31/2019

	General Fund	Debt Service Funds	Debt Service Fund Series 2019	Capital Projects Fund	Capital Proj Fund Series 2019	Long Term Debt Group	Total
<b><u>Net Assets</u></b>							
Net Assets, Unrestricted	\$186.20						\$186.20
Current Year Net Assets, Unrestricted	329.36						329.36
Net Assets - General Government	72,515.13						72,515.13
Current Year Net Assets - General Government	234,478.05						234,478.05
Net Assets, Unrestricted		\$971,408.78					971,408.78
Current Year Net Assets, Unrestricted		3,255,327.86					3,255,327.86
Net Assets, Unrestricted			\$510,404.94				510,404.94
Current Year Net Assets, Unrestricted			364,136.93				364,136.93
Net Assets, Unrestricted				(882,719.11)			(882,719.11)
Current Year Net Assets, Unrestricted				964,181.91			964,181.91
Net Assets, Unrestricted					\$3,227,198.46		3,227,198.46
Current Year Net Assets, Unrestricted					2,422,421.26		2,422,421.26
<b>Total Net Assets</b>	<b>\$307,508.74</b>	<b>\$4,226,736.64</b>	<b>\$874,541.87</b>	<b>\$81,462.80</b>	<b>\$5,649,619.72</b>	<b>\$0.00</b>	<b>\$11,139,869.77</b>
<b>Total Liabilities and Net Assets</b>	<b>\$859,925.18</b>	<b>\$5,135,658.40</b>	<b>\$874,541.87</b>	<b>\$144,979.23</b>	<b>\$5,860,553.28</b>	<b>\$26,060,000.00</b>	<b>\$38,935,657.96</b>

# Towne Park CDD

## Statement of Activities

As of 12/31/2019

	General Fund	Debt Service Funds	Debt Service Fund Series 2019	Capital Projects Fund	Capital Proj Fund Series 2019	Long Term Debt Group	Total
<b><u>Revenues</u></b>							
On-Roll Assessments	\$56,868.27						\$56,868.27
Off-Roll Assessments	299,738.15						299,738.15
Other Income & Other Financing Sources	300.00						300.00
Inter-Fund Transfers In	329.36						329.36
On-Roll Assessments		\$250,312.75					250,312.75
Off-Roll Assessments		331,106.86					331,106.86
Other Assessments		3,107,032.34					3,107,032.34
Debt Proceeds			\$415,892.05				415,892.05
Developer Contributions				\$1,549,362.01			1,549,362.01
Other Income & Other Financing Sources				16,500.00			16,500.00
Inter-Fund Transfers In				2,163.04			2,163.04
Inter-Fund Transfers In					(\$2,492.40)		(2,492.40)
Debt Proceeds					4,729,107.95		4,729,107.95
Total Revenues	\$357,235.78	\$3,688,451.95	\$415,892.05	\$1,568,025.05	\$4,726,615.55	\$0.00	\$10,756,220.38
<b><u>Expenses</u></b>							
Supervisor Fees	\$1,400.00						\$1,400.00
D&O Insurance	2,415.00						2,415.00
Trustee Services	8,808.58						8,808.58
Management	4,166.66						4,166.66
Engineering	117.50						117.50
Dissemination Agent	5,500.00						5,500.00
District Counsel	11,482.76						11,482.76
Assessment Administration	12,500.00						12,500.00
Postage & Shipping	72.31						72.31
Copies	50.40						50.40
Legal Advertising	1,816.21						1,816.21
Contingency	2.75						2.75

**Towne Park CDD**  
Statement of Activities  
As of 12/31/2019

	General Fund	Debt Service Funds	Debt Service Fund Series 2019	Capital Projects Fund	Capital Proj Fund Series 2019	Long Term Debt Group	Total
Web Site Maintenance	200.00						200.00
Dues, Licenses, and Fees	175.00						175.00
Clubhouse Electric	1,226.86						1,226.86
Water	432.91						432.91
Lake/Pond Repair & Maintenance	3,432.00						3,432.00
Amenity - Pool Maintenance	4,350.00						4,350.00
Amenity - Janitorial	1,168.00						1,168.00
Amenity - Internet	249.94						249.94
General Insurance	3,020.00						3,020.00
Property & Casualty	11,616.00						11,616.00
Landscaping Maintenance & Material	47,233.83						47,233.83
Pest Control	825.00						825.00
Facility Repair & Maintenance	180.00						180.00
Principal Payments - Series 2016		\$25,000.00					25,000.00
Interest Payments - Series 2016		42,468.76					42,468.76
Interest Payments - Series 2018-2B		89,559.38					89,559.38
Interest Payments - Series 2018-3A		278,684.38					278,684.38
Interest Payments - Series 2019-3B			\$52,879.26				52,879.26
Engineering				\$59,017.58			59,017.58
Landscaping Maintenance & Material				199,343.00			199,343.00
Contingency				345,897.43			345,897.43
Trustee Services					\$4,900.00		4,900.00
Management					10,000.00		10,000.00
Engineering					152,173.26		152,173.26
District Counsel					5,141.71		5,141.71
Trustee Counsel					5,000.00		5,000.00
Bond Counsel					91,500.00		91,500.00
Assessment Administration					25,000.00		25,000.00
Landscaping Maintenance & Material					78,700.00		78,700.00
Contingency					1,872,531.72		1,872,531.72
Capital Expenditures					66,530.34		66,530.34
Total Expenses	\$122,441.71	\$435,712.52	\$52,879.26	\$604,258.01	\$2,311,477.03	\$0.00	\$3,526,768.53

**Towne Park CDD**  
Statement of Activities  
As of 12/31/2019

	General Fund	Debt Service Funds	Debt Service Fund Series 2019	Capital Projects Fund	Capital Proj Fund Series 2019	Long Term Debt Group	Total
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>							
Interest Income	\$13.34						\$13.34
Interest Income		\$2,588.43					2,588.43
Interest Income			\$1,124.14				1,124.14
Interest Income				\$414.87			414.87
Interest Income					\$7,282.74		7,282.74
Total Other Revenues (Expenses) & Gains (Losses)	\$13.34	\$2,588.43	\$1,124.14	\$414.87	\$7,282.74	\$0.00	\$11,423.52
<b>Change In Net Assets</b>	\$234,807.41	\$3,255,327.86	\$364,136.93	\$964,181.91	\$2,422,421.26	\$0.00	\$7,240,875.37
<b>Net Assets At Beginning Of Year</b>	\$72,701.33	\$971,408.78	\$510,404.94	(\$882,719.11)	\$3,227,198.46	\$0.00	\$3,898,994.40
<b>Net Assets At End Of Year</b>	\$307,508.74	\$4,226,736.64	\$874,541.87	\$81,462.80	\$5,649,619.72	\$0.00	\$11,139,869.77

**Towne Park CDD**  
**Budget to Actual**  
**For the Month Ending 12/31/2019**

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Assessments	\$ 356,606.42	\$ 107,737.50	\$ 248,868.92	\$ 430,950.00
Other Income & Other Financing Sources	300.00	-	300.00	-
<b>Net Revenues</b>	<b>\$ 356,906.42</b>	<b>\$ 107,737.50</b>	<b>\$ 249,168.92</b>	<b>\$ 430,950.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 1,400.00	\$ 1,000.00	\$ 400.00	\$ 4,000.00
D&O Insurance	2,415.00	650.00	1,765.00	2,600.00
Trustee Services	8,808.58	2,750.00	6,058.58	11,000.00
Management	4,166.66	6,250.00	(2,083.34)	25,000.00
Field Management	-	300.00	(300.00)	1,200.00
Engineering	117.50	2,500.00	(2,382.50)	10,000.00
Dissemination Agent	5,500.00	1,375.00	4,125.00	5,500.00
District Counsel	11,482.76	5,000.00	6,482.76	20,000.00
Assessment Administration	12,500.00	3,125.00	9,375.00	12,500.00
Reamortization Schedules	-	125.00	(125.00)	500.00
Audit	-	2,500.00	(2,500.00)	10,000.00
Telephone	-	50.00	(50.00)	200.00
Postage & Shipping	72.31	37.50	34.81	150.00
Copies	50.40	250.00	(199.60)	1,000.00
Legal Advertising	1,816.21	750.00	1,066.21	3,000.00
Miscellaneous, Contingency	2.75	3,750.00	(3,747.25)	15,000.00
Web Site Maintenance	200.00	600.00	(400.00)	2,400.00
Dues, Licenses, and Fees	175.00	62.50	112.50	250.00
Water	-	2,000.00	(2,000.00)	8,000.00
Pond Maintenance	3,432.00	6,250.00	(2,818.00)	25,000.00
General Liability Insurance	3,020.00	812.50	2,207.50	3,250.00
Property & Casualty Insurance	11,616.00	5,000.00	6,616.00	20,000.00
Landscaping Maintenance & Material	47,233.83	45,000.00	2,233.83	180,000.00
Hurricane Cleanup	-	1,250.00	(1,250.00)	5,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 114,009.00</b>	<b>\$ 91,387.50</b>	<b>\$ 22,621.50</b>	<b>\$ 365,550.00</b>
<b><u>Pool &amp; Clubhouse #1</u></b>				
Maintenance Staff	\$ -	\$ 250.00	\$ (250.00)	\$ 1,000.00
Electric	1,226.86	2,500.00	(1,273.14)	10,000.00
Water	432.91	1,250.00	(817.09)	5,000.00
Pool Maintenance & Repairs	4,350.00	3,000.00	1,350.00	12,000.00
Janitorial Expenses	1,168.00	1,500.00	(332.00)	6,000.00
Pest Control	825.00	125.00	700.00	500.00
Internet/Phone	249.94	250.00	(0.06)	1,000.00
Facility Repair & Maintenance	180.00	625.00	(445.00)	2,500.00
Facility Management	-	600.00	(600.00)	2,400.00
	<b>\$ 8,432.71</b>	<b>\$ 10,100.00</b>	<b>\$ (1,667.29)</b>	<b>\$ 40,400.00</b>

**Towne Park CDD**  
**Budget to Actual**  
**For the Month Ending 12/31/2019**

**Year To Date**

	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>	<b>FY 2020 Adopted Budget</b>
<b><u>Pool &amp; Clubhouse #2</u></b>				
Maintenance Staff	\$ -	\$ 450.00	\$ (450.00)	\$ 1,800.00
Electric	-	1,450.00	(1,450.00)	5,800.00
Water	-	725.00	(725.00)	2,900.00
Pool Maintenance & Repairs	-	1,750.00	(1,750.00)	7,000.00
Janitorial Expenses	-	875.00	(875.00)	3,500.00
Pest Control	-	75.00	(75.00)	300.00
Internet/Phone	-	125.00	(125.00)	500.00
Facility Repair & Maintenance	-	350.00	(350.00)	1,400.00
Facility Management	-	450.00	(450.00)	1,800.00
<b>Total Pool &amp; Clubhouse Expenses</b>	<b>\$ -</b>	<b>\$ 6,250.00</b>	<b>\$ (6,250.00)</b>	<b>\$ 25,000.00</b>
 <b>Total Expenses</b>	 <b>\$ 122,441.71</b>	 <b>\$ 107,737.50</b>	 <b>\$ 14,704.21</b>	 <b>\$ 430,950.00</b>
 <b>Income (Loss) from Operations</b>	 <b>\$ 234,464.71</b>	 <b>\$ -</b>	 <b>\$ 234,464.71</b>	 <b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 13.34	\$ -	\$ 13.34	\$ -
<b>Total Other Income (Expense)</b>	<b>\$ 13.34</b>	<b>\$ -</b>	<b>\$ 13.34</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ 234,478.05</b>	<b>\$ -</b>	<b>\$ 234,478.05</b>	<b>\$ -</b>