

# **Towne Park Community Development District**

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

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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, March 8, 2018 at 11:00 a.m. at the Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803**. As always, the personal attendance of three Board Members will be required to constitute a quorum.

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

Phone: **1-877-864-6450**

Participant Code: **454943**

## **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 the Minutes of the February 8, 2018 Board of Supervisors Meeting**

### **Business Matters**

- 2. **Consideration of First Amendment to Master Engineer's Report** *(provided under separate cover)*
- 3. **Consideration of Resolution 2018-05, Declaring Assessments for Phase 3** *(provided under separate cover)*
- 4. **Consideration of Resolution 2018-06, Setting a Public Hearing on Assessments for Phase 3** *(provided under separate cover)*
- 5. **Consideration of Second Supplemental Engineer's Report, Phase 2B & 3A (Assessment Area 2)**
- 6. **Consideration of Supplemental Assessment Methodology (Phases 2B & 3A)**
- 7. **Consideration of Construction Management Agreement for Phase 3 with Heath Construction and Management, LLC**
- 8. **Consideration of Payment Authorization Nos. 70 - 71**
- 9. **Review of Monthly Financials**

### **Other Business**

Staff Reports

District Counsel

District Engineer

District Manager

Supervisor Requests and Audience Comments

Adjournment



**Towne Park  
Community Development District**

**Minutes**

## **MINUTES OF MEETING**

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

***Thursday, February 8, 2018 at 11:01 a.m.***

***The Offices of Highland Homes***

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

***Lakeland, Florida 33803***

Board Members present at roll call:

Joel Adams	Board Member	
Jeff Shenefield	Board Member	
Brian Walsh	Board Member	
Rennie Heath	Board Member	(via phone)

Also Present:

Roy Van Wyk	Hopping Green & Sams, P.A.	
Kevin Plenzler	Fishkind & Associates, Inc.	
Jane Gaarlandt	Fishkind & Associates, Inc.	
Milton Andrade	Highland Homes	
Heather E. Wertz	Hamilton Engineering	(via phone)

### **FIRST ORDER OF BUSINESS**

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

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

### **SECOND ORDER OF BUSINESS**

#### **Public Comment Period**

No Members of the public were present.

### **THIRD ORDER OF BUSINESS**

#### **Consideration of the Minutes of the August 30, 2017 Board of Supervisors' Meeting**

The Board reviewed the minutes of the August 30, 2017 Board of Supervisors' Meeting.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Minutes of the August 30, 2017 Board of Supervisors' Meeting.

**FORTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-01, Reappointing Secretary**

Ms. Gaarlandt suggested that she be appointed Secretary since Mr. MacLaren resigned from Fishkind & Associates.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2018-01, Reappointing Secretary.

**FIFTH ORDER OF BUSINESS**

**Consideration of Letter of Resignation from Current District Engineer**

Ms. Gaarlandt asked the Board to accept the Letter of Resignation from the current District Engineer.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board accepted the Letter of Resignation from Landmark Engineering.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-02, Appointing Interim District Engineer**  
**a) Interim Engineer Agreement**

Ms. Gaarlandt explained that there is a proposal from Hamilton Engineering attached to the resolution.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board approved the Interim District Engineer.

Mr. Van Wyk requested a motion to approve Work Authorization No. 1.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Work Authorization No. 1.

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

#### **Consideration of Resolution 2018-03, Setting a Public Hearing on Adoption of Amenity Facility Policies**

- a) Amenity Facility Policies**
- b) Notice of Rule Development**
- c) Notice of Rulemaking**

Ms. Gaarlandt explained that the Amenity Facility Policies are included in this resolution. A discussion took place and it was decided to hold the public hearing at the April Meeting.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2018-03, Setting April 12, 2018 as the Date of the Public Hearing on Adoption of Amenity Facility Policies.

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

#### **Considering of RFQ for District Engineering Services under the CCNA**

Ms. Gaarlandt explained that District staff is asking the Board's permission to run the RFQ for District Engineering Services. Mr. Van Wyk stated that the District is allowed to hire and Interim Engineer and then go through the Consultants Competitive Negotiation Act in order to secure a permanent engineer. He stated that this would authorize District staff to seek proposals for permanent engineering services.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board authorized District Staff to move Forward with an RFQ.

#### **NINTH ORDER OF BUSINESS**

#### **Consideration of RFPs for Phase 2B and Phase 3A for Construction Services**

Mr. Van Wyk stated that in the agenda package is a form of a notice of requests for proposals and a form of the evaluation criteria to be used in evaluating proposals once they come in. He noted that staff is looking for authorization to publish the notice. There will be two different RFPs issued, one for Phase 2B and another for Phase 3A so they can be evaluated separately. Mr. Van Wyk requested that the Board adopt the form of notice of the evaluation criteria and authorize staff to issue the RFPs. Mr. Adams had a question about the due date of March 14, 2018 and he asked if all the Board Members are ok with that date. Mr. Heath said he thought the bids were due back on March 13, 2018. Ms. Gaarlandt stated that they are due by 3:00 p.m. on Tuesday, March 13, 2018 and they will be opened at the Board meeting on March 14, 2018 at 12:00 p.m.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Form of Notice, the Evaluation Criteria, and authorized District Staff to issue the RFPs.

Mr. Heath asked when the Project Manual would be available. Ms. Wertz responded that it was available as of tomorrow at 10:00 a.m.

#### **TENTH ORDER OF BUSINESS**

#### **Consideration of Payment Authorization Nos. 63 - 69**

Ms. Gaarlandt requested Board approval of Payment Authorization Nos. 63 – 69.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved and ratified Payment Authorization Nos. 63 - 69.

#### **ELEVENTH ORDER OF BUSINESS**

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

The Board reviewed the monthly financials. There was no action required by the Board.

## **TWELFTH ORDER OF BUSINESS**

### **Staff Reports**

**District Counsel –** Mr. Van Wyk presented a form of a resolution he distributed to the Board which was not placed on the agenda. He stated that it is a resolution authorizing the District Manager to enter into contracts less than \$10,000.00 and pay bill less than \$10,000.00 between meetings. It also allows the Chairman with input from District Engineer to approve contracts for less than \$30,000.00 for part of the District's ongoing construction process.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board approved Resolution 2018-04, as presented by District Counsel.

**District Engineer –** Ms. Wertz indicated that she sent out the Second Supplemental Engineer's Report to everybody and asked if there were any questions. Mr. Adams said that the Board would take a look at it and review it. Mr. Andrade noted that the two tables on page 3 are both labeled as Phase 2B and one should be 2B and the other should be 3A. He referred to the Phase 2B construction permits and asked if the date of May 2016 is correct or if it should be the date when the District gets the extension for the construction permit. Ms. Heather responded she can make it the date of the extension. Mr. Walsh indicated that it is anticipated in March 2018.

**District Manager –** No Report

## **THIRTEENTH ORDER OF BUSINESS**

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

Mr. Heath asked Ms. Gaarlandt to send him the packet that she just went through. Ms. Gaarlandt responded that the agenda packet was sent out last night. The Engineer's Report was sent out this morning.

## **FOURTEENTH ORDER OF BUSINESS**

### **Adjournment**



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

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board Adjourned the February 8, 2018 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**

**First Amendment to Master Engineer's Report**



**Towne Park  
Community Development District**

**Resolution 2018-05**



**Towne Park  
Community Development District**

**Resolution 2018-06**





**Towne Park  
Community Development District**

**Second Supplemental Engineer's Report,  
Phase 2B & 3A**

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**SECOND SUPPLEMENTAL ENGINEER'S REPORT  
PHASE 2B & 3A (Assessment Area 2)**

PREPARED FOR:  
BOARD OF SUPERVISORS  
TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:



3409 W. Lemon St. Tampa, FL 33609 | Phone: 813.260.3535 - Fax: 813.260.3636  
Engineering Business No. 8474

**FEBRUARY 2018**

**TOWNE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**TOWNE PARK**  
**SECOND SUPPLEMENTAL ENGINEER'S REPORT**  
**PHASE 2B & 3A (Assessment Area 2 and 3)**

**I. INTRODUCTION**

The Towne Park Community Development District (the "District" or the "CDD") is located south of West Pipkin Road and north of Ewell Road, just east of County Line Road, in the City of Lakeland, Polk County, Florida. The District currently contains approximately 587 acres, and is expected to consist of 1,453 single family and/or multi-family residential units, recreation and amenity areas, parks, and associated infrastructure.

The CDD was established under City of Lakeland Ordinance No. 14-051, which was passed by the City Council on November 3, 2014. The CDD will own and operate the roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Community.

Improvements and facilities financed, acquired, and/or constructed by the CDD will be required to conform to regulatory requirements of the City of Lakeland, Polk County, Southwest Florida Water Management District (SWFWMD), and other agencies with regulatory jurisdiction over the development. An overall estimate of probable cost is provided in Section 3 of this report.

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

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

All roadway improvements, sidewalks, and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Community will be maintained by the CDD. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to City of Lakeland for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this report is to provide engineering support to fund improvements in Phases 2B and 3A of the Community. Phase 2B is currently approved and permitted for 130 single family residential units and their associated infrastructure, while Phase 3A is currently designed and being permitted for 433 single family residential units and their associated infrastructure. This report will identify the proposed capital improvements to be constructed or acquired by the District along with an opinion of probable cost.

This report should be reviewed in conjunction with the Master Engineer's Report.

## **III. PROPOSED IMPROVEMENTS**

### **The infrastructure Improvements for Phase 2B include the following:**

#### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runoff is collected via roadway curb and gutter to storm inlets, which are connected by storm culverts. The storm culverts convey the runoff into the proposed detention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention for biological pollutant assimilation to achieve water quality treatment.

The design criteria for the District's stormwater management systems is regulated by the City of Lakeland, Polk County and SWFWMD.

FEMA Community Panel No. 12105C-0460F (dated 12/19/2000) demonstrates that the property is located within Flood Zones A & X. Floodplain compensation will be required for any fill placed within Flood Zone A. Additionally, there are existing wetlands on site that have been delineated and approved by the appropriate regulatory agencies for such purposes.

During the construction of stormwater management facilities, utilities and roadway improvements, the site contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control consisting of staked turbidity barriers along the down gradient side of any proposed construction activity and adjacent to the wetland edges and the perimeters. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

### **Roadways**

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Roadway underdrains may be provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications and block numbers, which will be utilized by the residents and public. It is intended that the CDD will bond all public roadway improvements.

### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Lakeland Public Utilities. The water system will be a "looped" system consisting of 4", 6", and 8" diameter PVC water lines. These facilities will be installed within the proposed public rights-of-way within the District. The water system will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system consisting of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. No pump station or force mains are required because the project has an existing sanitary sewer pump station adjacent to the site.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

There are no off-site improvements currently planned for Phase 2B.

### **Entry Features / Landscaping & Irrigation / Amenities:**

District improvements will include entry features at the primary access points on Medulla Road. These features will include signage identifying the community, as well as buffer walls, fencing, landscaping and irrigation to enhance the entrance. The District will operate and maintain these features.

The District will provide streetscape along the local collector roads as required by Hillsborough County Natural Resources Department. Landscaping and irrigation will also be provided within the local collector road rights-of-way and other common areas provided throughout the Community. The District will maintain the streetscape, landscape, and



irrigation systems are they are placed into service.

There are several tracts within the Community that are reserved for recreational use. Anticipated development includes a clubhouse with paved parking area, swimming pool, multi-purpose fields, tennis courts, multi-purpose fields, parks and open spaces. The District will operate and maintain the public facilities constructed within these areas.

**Miscellaneous:**

Upon completion of each phase of these improvements, inspection / certifications will be obtained from SWFWMD, the Polk County Health Department (water distribution system), Department of Environmental Protection (DEP, wastewater collection) and the City of Lakeland.

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

**The Infrastructure Improvements for Phase 3A include the following:**

**Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runoff is collected via roadway curb and gutter to storm inlets, which are connected by storm culverts. The storm culverts convey the runoff into the proposed detention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City of Lakeland, Polk County and SWFWMD.

FEMA Community Panel No. 12105C-0460F (dated 12/19/2000) demonstrates that the property is located within Flood Zones A & X. Floodplain compensation will required for any

fill placed within Flood Zone A. Additionally, there are existing wetlands on site that have been delineated and approved by the appropriate regulatory agencies for such purposes.

During the construction of stormwater management facilities, utilities and roadway improvements, the site contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control consisting of staked turbidity barriers along the down gradient side of any proposed construction activity and adjacent to the wetland edges and the perimeters. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

#### **Roadways**

The proposed local public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Roadway underdrains may be provided as necessary to control groundwater and protect the roadway base material.

The proposed collector public roadway section will be 100' R/W with 22' of asphalt travel lanes with 4' asphalt bike lanes and Miami curb and gutter on both sides. The collector road will also include a 10' wide asphalt multi-use trail and a 5' sidewalk. The proposed roadway section will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Roadway underdrains may be provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications and block numbers, which will be utilized by the residents and public. It is intended that the CDD will bond all public roadway improvements.

#### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Lakeland Public Utilities. The water system will be a "looped" system consisting of 4", 6" and 8" diameter PVC and 12" DIP water lines. These facilities will be installed within the proposed public rights-of-way within the District. The water system will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system consisting of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. A pump station and 8" PVC force main is required to serve Phase 3A.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

#### **Off-Site Improvements**

Offsite improvements for Phase 3A include access turn lanes at Pipkin and Medulla as well as approximately 1,000 linear feet of 8" PVC force main extension in Pipkin Road.

#### **Entry Features / Landscaping & Irrigation / Amenities:**

District improvements will include entry features at the primary access points on West Pipkin Road and Medulla Road. These features will include signage identifying the community, as well as buffer walls, fencing, landscaping and irrigation to enhance the entrance. The District will operate and maintain these features.

The District will provide streetscape along the local collector roads as required by Hillsborough County Natural Resources Department. Landscaping and irrigation will also be provided within the local collector road rights-of-way and other common areas provided throughout the Community. The District will maintain the streetscape, landscape, and irrigation systems as they are placed into service.

There are several tracts within the Community that are reserved for recreational use. Anticipated development includes a clubhouse with paved parking area, swimming pool, multi-purpose fields, tennis courts, multi-purpose fields, parks and open spaces. The District will operate and maintain the public facilities constructed within these areas.

**Miscellaneous:**

Upon completion of each phase of these improvements, inspection / certifications will be obtained from SWFWMD, the Polk County Health Department (water distribution system), Department of Environmental Protection (DEP, wastewater collection) and the City of Lakeland.

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

**III. PERMITTING**

Construction permits for Phase 2B have been obtained, which include the SWFWMD Environmental Recourse Permit (ERP). There are no proposed impacts to Army Corps of Engineer (ACOE) jurisdictional wetlands within the project boundaries, therefore no permits are required from that agency.

Construction permits for Phase 3A have not yet been obtained, including SWFWMD Environmental Recourse Permit (ERP). There are no proposed impacts to Army Corps of Engineer (ACOE) jurisdictional wetlands within the project boundaries, therefore no permits are required from that agency.

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

**PHASE 2B**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (Lakeland)	October 2014
Preliminary Plat (Lakeland)	December 2014
SWFWMD ERP	February 2016
Construction Permits (Lakeland)	May 2018
FDEP Water	May 2018
FDEP Sewer	May 2018

**PHASE 3A**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (Lakeland)	December 2017
Preliminary Plat (Lakeland)	May 2018
SWFWMD ERP	May 2018
Construction Permits (Lakeland)	May 2018
FDEP Water	May 2018
FDEP Sewer	May 2018

#### IV. CONCLUSION

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

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

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

**TOWNE PARK**  
**Community Development District**

**Table 1 – Land Use Summary Within The District Boundaries**

Distribution by Land Use <sup>(1)</sup>

Land Use	Ph 2B (acres)	Ph 3A (acres)	TOTAL (acres)	Percentage
Stormwater Ponds	22.71	19.1	41.81	19.7 %
Residential	35.61	98.95	134.56	63.3 %
Commercial	0	0	0	0 %
Wetland / Conservation	24.59	6.71	31.3	14.7 %
Recreation / Open Space	0	5	5	2.3 %
<b>TOTAL</b>	<b>82.91</b>	<b>129.76</b>	<b>212.67</b>	<b>100.0 %</b>

Distribution by Lot Size <sup>(2)</sup>

Phase	SF Lots	MF Units	TOTAL	Percentage
2B <sup>(3)</sup>	130	0	130	23.1 %
3A	433	0	433	76.9 %
<b>TOTAL</b>	<b>563</b>	<b>0</b>	<b>563</b>	<b>100.0 %</b>

**Notes:**

1. Figures are approximate; Areas may change upon final layout
2. Lot widths subject to change
3. Current approved lot count

## Summary of Opinion of Probable Cost

<u>Number of Lots</u>	<u>130</u>	<u>433</u>	<u>563</u>
<u>Infrastructure</u> <sup>(3)(6)</sup>	<u>Phase 2B</u> <sup>(1)</sup>	<u>Phase 3A</u> <sup>(1)</sup>	<u>Total</u>
Offsite Improvements & Phase 3A Spine Road	\$ -	\$ 3,735,924	\$ 3,735,924
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 2,460,000	\$ 6,062,000	\$ 8,522,000
Utilities (Water, Sewer, & Street Lighting) <sup>(8)</sup>	\$ 682,660	\$ 2,035,100	\$ 2,717,760
Roadway <sup>(4)</sup>	\$ 653,770	\$ 1,991,800	\$ 2,645,570
Entry Feature & Signage <sup>(7)</sup>	\$ 374,500	\$ 470,671	\$ 845,171
Parks and Amenities	\$ 500,760	\$ 1,199,843	\$ 1,700,603
Contingency	\$ 350,960	\$ 714,450	\$ 1,065,410
<b>TOTAL</b>	<b>\$ 5,022,650</b>	<b>\$ 16,209,788</b>	<b>\$ 21,232,438</b>

1. Infrastructure consists of roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
2. Stormwater does not include grading associated with building pads.
3. Includes Stormwater pond excavation.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering. All roadways will be public and accessible by public.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2017 costs.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Lakeland Electric for the street light poles and lighting service.



EXHIBIT 1

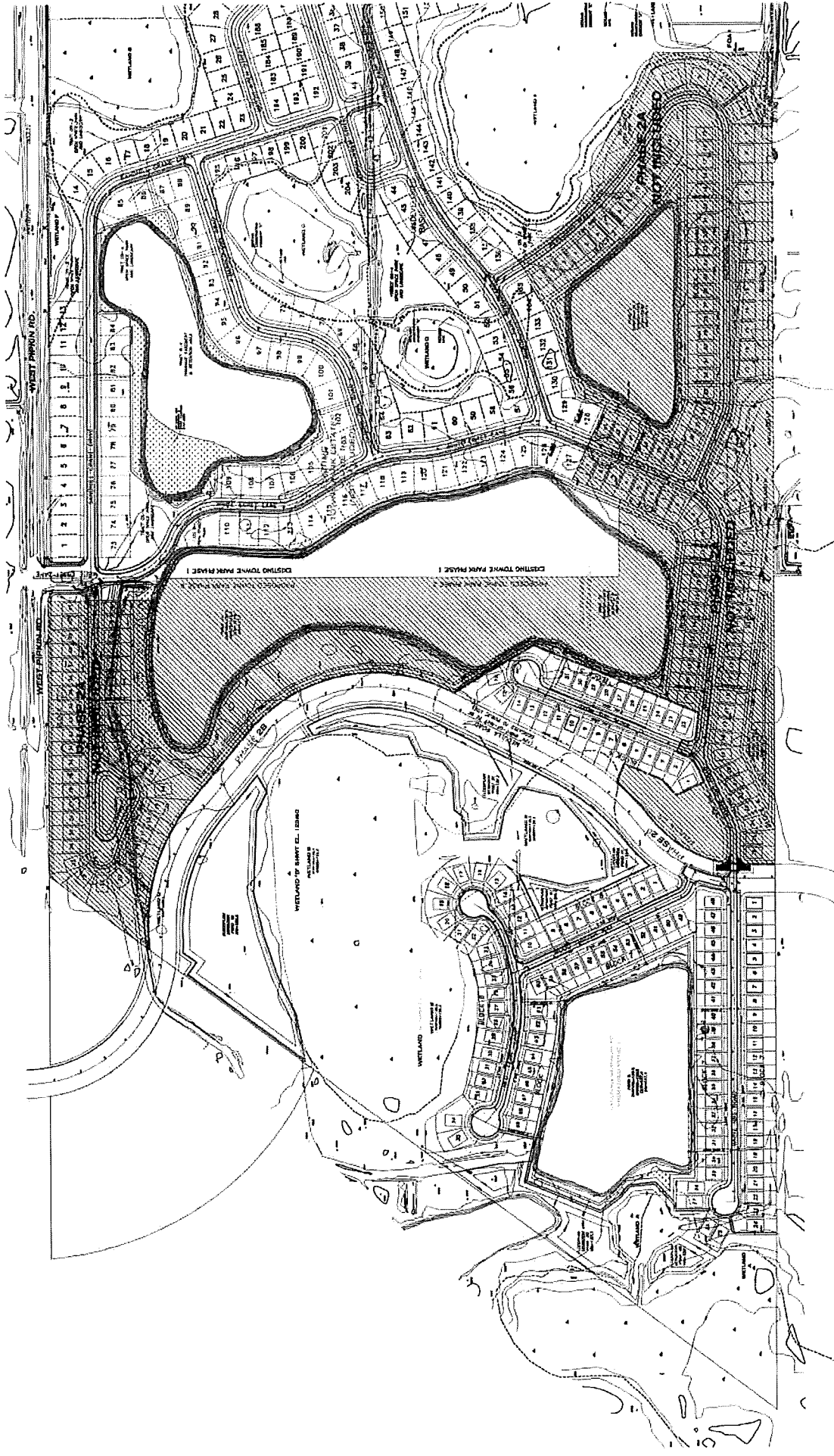


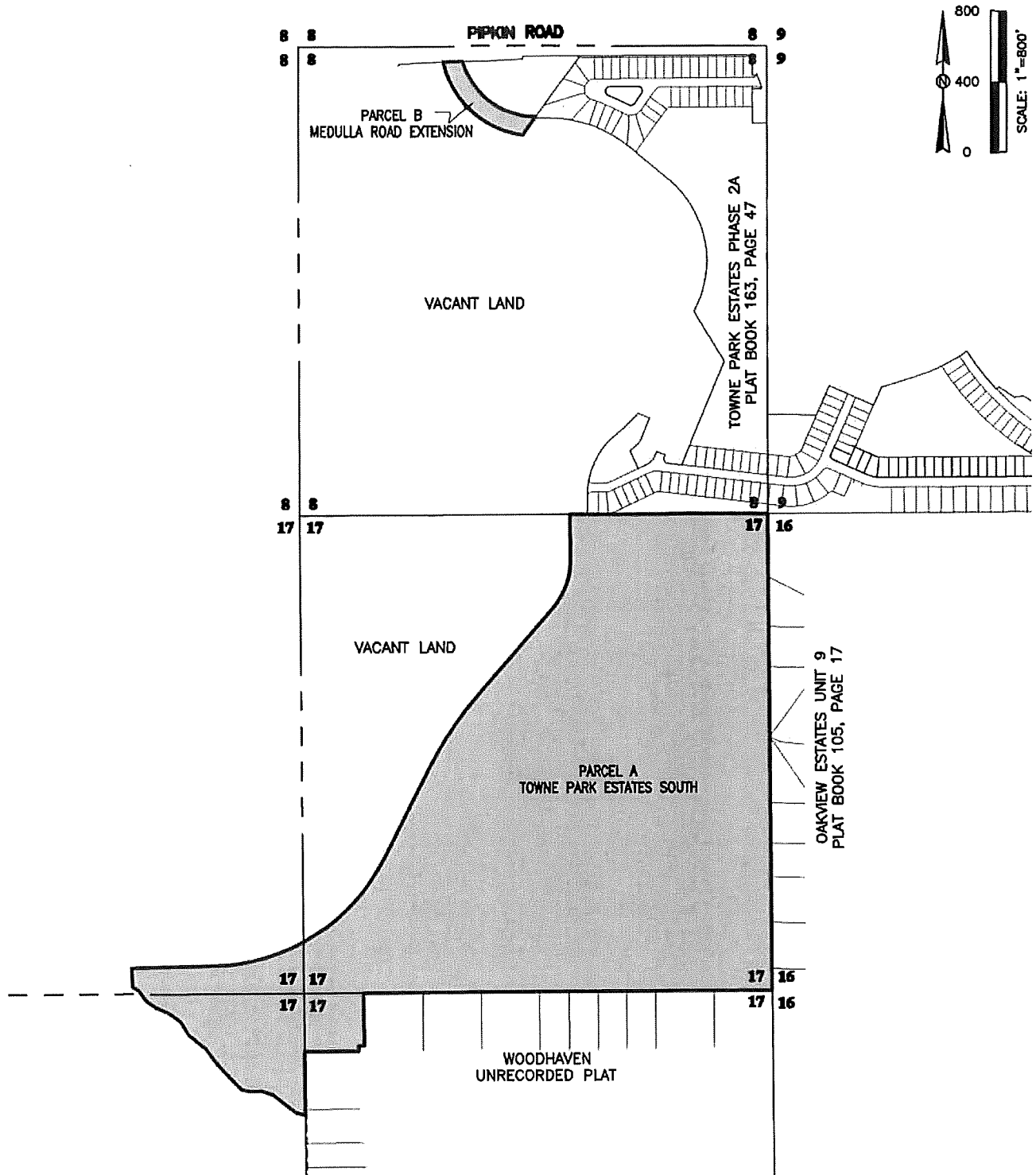
EXHIBIT 2: LEGAL DESCRIPTION OF PHASE 2B

BEING A PARCEL OF LAND LYING WITHIN SECTION 8, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8 AND PROCEED S 89°51'10" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1027.56 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 26 (BLOCK 4) OF TOWNE PARK ESTATES PHASE 2A PER PLAT BOOK \_\_\_, PAGE \_\_\_ OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89°51'10" W, CONTINUING ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1627.60 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE S 89°51'04" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 321.04 FEET; THENCE N 36°19'40" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 2787.77 FEET TO THE MOST SOUTHWESTERLY CORNER OF LOT 20 (BLOCK 1) OF SAID TOWNE PARK ESTATES PHASE 2A AND THE MOST WESTERLY CORNER THEREOF; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD WHICH BEARS S 89°57'18" E, A DISTANCE OF 3.78 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE BOUNDARY OF SAID TOWNE PARK PHASE 2A, A DISTANCE OF 3.78 FEET TO A POINT OF TANGENCY; THENCE N 89°47'45" E, CONTINUING ALONG THE BOUNDARY OF SAID TOWNE PARK ESTATES PHASE 2A, A DISTANCE OF 83.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 705.00 FEET AND A CHORD WHICH BEARS S 70°18'39" E, A DISTANCE OF 479.78 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 489.55 FEET TO A POINT OF TANGENCY; THENCE S 50°25'04" E, A DISTANCE OF 296.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 595.00 FEET AND A CHORD WHICH BEARS S 11°53'28" E, A DISTANCE OF 741.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 800.17 FEET TO A POINT OF TANGENCY; THENCE S 26°38'07" W, A DISTANCE OF 21.84 FEET; THENCE S 30°59'55" E, A DISTANCE OF 328.67 FEET; THENCE S 22°21'38" W, A DISTANCE OF 634.33 FEET TO THE NORTH RIGHT-OF WAY OF NORTH EGRET LANE DEDICATED PER SAID TOWNE PARK ESTATES PHASE 2A; THENCE N 83°22'26" W, ALONG SAID RIGHT-OF WAY, A DISTANCE OF 81.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 30°30'24" W, A DISTANCE OF 39.86 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 46.14 FEET TO A POINT OF TANGENCY; THENCE N 22°21'38" E, A DISTANCE OF 15.58 FEET; THENCE N 67°38'22" W, A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF WHITE IBIS ROAD DEDICATED PER SAID TOWNE PARK PHASE 2A; THENCE S 22°21'38" W, A DISTANCE OF 31.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 80.00 FEET AND A CHORD WHICH BEARS S 43°39'41" W, A DISTANCE OF 58.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 59.48 FEET TO A POINT OF TANGENCY; THENCE S 64°57'43" W, A DISTANCE OF 60.23 FEET TO THE SOUTHEAST CORNER OF TRACT D PER SAID TOWNE PARK PHASE 2A; THENCE N 25°02'17" W, A DISTANCE OF 110.00 FEET; THENCE N 49°00'48" E, A DISTANCE OF 73.23 FEET; THENCE N 22°21'38" E, A DISTANCE OF 150.00 FEET; THENCE N 67°38'22" W, A DISTANCE OF 71.68 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT D; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHERLYWESTERLY, HAVING A RADIUS OF 980.00 FEET AND A CHORD WHICH BEARS S 45°58'59" W, A DISTANCE OF 183.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 183.30 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 430.00 FEET AND A CHORD WHICH BEARS S 25°35'50" W, A DISTANCE OF 373.55 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 386.42 FEET; THENCE S 00°08'50" E, A DISTANCE OF 107.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 82.91 ACRES, MORE OR LESS.

# EXHIBIT 3



**HAMILTON**  
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET  
TAMPA, FLORIDA 33609

LB#7013

TEL (813) 250-3535  
FAX (813) 250-3636

TOWNE PARK ESTATES SOUTH CDD  
POLK COUNTY, FLORIDA

SEC TWP RGE  
8,17-29-23

JOB NUMBER  
03271.0002

SCALE  
AS SHOWN

DATE  
1/29/2018

SHEET  
1/1

EXHIBIT 4:

A PORTION OF LAND LYING WITHIN SECTIONS 8 AND 17, TOWNSHIP 29 SOUTH, RANGE 23 EAST, CITY OF LAKE LAND, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN TWO PARCELS AS FOLLOWS:

PARCEL A (TOWNE PARK ESTATES SOUTH):

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND PROCEED S 00° 21' 42" E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 2704.03 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE S 89° 48' 31" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 2317.57 FEET; THENCE S 00° 21' 37" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 299.85 FEET; THENCE N 89° 56' 16" W, A DISTANCE OF 30.21 FEET; THENCE S 00° 26' 57" E, A DISTANCE OF 29.97 FEET; THENCE S 89° 43' 22" W, A DISTANCE OF 307.22 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 364.84 FEET; THENCE N 71° 34' 19" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 52.80 FEET; THENCE N 53° 08' 34" W, A DISTANCE OF 92.43 FEET; THENCE N 49° 11' 53" W, A DISTANCE OF 67.17 FEET; THENCE N 70° 58' 52" W, A DISTANCE OF 70.89 FEET; THENCE N 90° 00' 00" W, A DISTANCE OF 78.58 FEET; THENCE N 75° 58' 12" W, A DISTANCE OF 38.12 FEET; THENCE N 45° 00' 49" W, A DISTANCE OF 107.83 FEET; THENCE N 43° 02' 12" W, A DISTANCE OF 94.82 FEET; THENCE N 36° 38' 50" W, A DISTANCE OF 112.29 FEET; THENCE N 51° 10' 54" W, A DISTANCE OF 121.62 FEET; THENCE N 32° 54' 53" W, A DISTANCE OF 93.56 FEET; THENCE N 54° 52' 43" W, A DISTANCE OF 76.29 FEET; THENCE N 66° 12' 14" W, A DISTANCE OF 85.88 FEET; THENCE N 55° 11' 15" W, A DISTANCE OF 64.74 FEET; THENCE N 35° 46' 00" W, A DISTANCE OF 71.18 FEET; THENCE N 57° 06' 19" W, A DISTANCE OF 41.73 FEET; THENCE N 03° 24' 26" W, A DISTANCE OF 107.02 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 87° 23' 22" E, A DISTANCE OF 69.71 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 69.71 FEET TO A POINT OF TANGENCY; THENCE N 88° 43' 15" E, A DISTANCE OF 416.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1090.00 FEET AND A CHORD WHICH BEARS N 57° 37' 21" E, A DISTANCE OF 1125.99 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1183.24 FEET TO A POINT OF TANGENCY; THENCE N 26° 31' 27" E, A DISTANCE OF 567.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS

OF 2000.00 FEET AND A CHORD WHICH BEARS N 33° 48' 01" E, A DISTANCE OF 506.60 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 507.97 FEET TO A POINT OF TANGENCY; THENCE N 41° 04' 35" E, A DISTANCE OF 650.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET AND A CHORD WHICH BEARS N 20° 26' 10" E, A DISTANCE OF 274.95 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 280.99 FEET TO A POINT OF TANGENCY; THENCE N 00° 12' 15" W, A DISTANCE OF 271.21 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE S 89° 51' 10" W, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1127.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 129.76 ACRES, MORE OR LESS

PARCEL B (MEDULLA ROAD EXTENSION):

FOR A POINT OF BEGINNING COMMENCE AT THE MOST SOUTHWEST CORNER OF LOT 20 OF BLOCK 1 OF TOWNE PARK ESTATES PHASE 2A AS RECORDED IN PLAT BOOK 163, PAGE 47 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND PROCEED S 36° 19' 40" W, A DISTANCE OF 118.06 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 535.00 FEET AND A CHORD WHICH BEARS N 47° 19' 57" W, A DISTANCE OF 612.42; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 652.03 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST PIPKIN ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 4374, PAGE 911 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 6925.00 FEET AND A CHORD WHICH BEARS N 88° 16' 10" E, A DISTANCE OF 112.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 112.46 TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 425.00 FEET AND A CHORD WHICH BEARS S 52° 43' 03" E, A DISTANCE OF 517.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 556.13 FEET TO A POINT OF TANGENCY; THENCE N 89° 47' 45" E, A DISTANCE OF 3.62 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TOWNE PARK ESTATES PHASE 2A; THENCE S 36° 19' 40" W, ALONG SAID BOUNDARY, A DISTANCE OF 12.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1.53 ACRES, MORE OR LESS



**Towne Park  
Community Development District**

**Supplemental Assessment methodology  
(Phases 2B & 3A)**



# **SUPPLEMENTAL ASSESSMENT METHODOLOGY (PHASES 2B & 3A)**

## **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

**February 28, 2018**

**Prepared for:**

**Members of the Board of Supervisors,  
Towne Park Community Development District**

**Prepared by:**

**Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817**



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**SUPPLEMENTAL ASSESSMENT METHODOLOGY (PHASES 2B & 3A)  
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

**February 28, 2018**

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**1.0 Introduction**

**1.1 Purpose**

This Supplemental Assessment Methodology (Phases 2B & 3A), dated February 28, 2018 ("Supplemental Methodology") provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Highland Meadows II Community Development District ("District") to fund beneficial public infrastructure improvements and facilities. This Supplemental Methodology operates pursuant to the District's "Adopted Master Assessment Methodology" dated January 21, 2014 ("Methodology"). The Methodology applied herein has two goals: (1) identifying the special benefits received by properties within the District as a result of the installation of the District's improvements and facilities, and (2) reasonably allocating the costs incurred by the District to provide these benefits to properties in the District. The District has implemented a capital improvement program ("CIP") that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District's Board of Supervisors. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Supplemental Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

**1.2 Background**

The District includes approximately 584.8 gross acres of property located within the City of Lakeland, Florida. The District is generally located to the south of West Pinkin Road, to the west of Yates Road, and to the north of Ewell Road within the City of Lakeland. At build-out, the District is expected to contain 1,638 single-family lots, 450 multi-family units, recreation areas, parks/conservation, and related infrastructure.

The District previously issued its Series 2016 Special Assessment Revenue Bonds to fund infrastructure specially benefiting Phase 2A within the District's "Assessment Area 1". The District now desires to issue the Special Assessment Revenue Bonds, Series 2018 ("Series 2018 Bonds") to fund the infrastructure specially benefiting the properties within Phases 2B and 3A. The legal descriptions for the Phases 2B and 3A lands are found in the attached Exhibit "A" and these lands will collectively be referred to herein as "Phases 2B and 3A" and/or "Assessment Area 2". The land use plan for Phases 2A and 3B within the District is found in Table 1 (all tables are found in the attached Appendix).

### **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements development of property in the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of District infrastructure. However, these are incidental to the District's CIP, which is designed solely to meet the needs of property owners within the District. Properties outside the District do not depend upon the District's CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those properties lying outside of the District's boundaries.

### **1.4 Requirements of a Valid Assessment Methodology**

For special assessments to be valid under Florida law, there are two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned.

## **2.0 CIP Plan of Finance**

### **2.1 Phased Infrastructure Installation**

The District is installing its public infrastructure and improvements on a phased basis, as outlined in more detail in the "Towne Park Community Development District Second Supplemental Engineer's Report Phase 2B & 3A (Assessment Area 2)", dated February 2018 ("Engineer's Report"), as prepared by Hamilton Engineering & Surveying, Inc. ("District Engineer"). As outlined in the Engineer's Report, the District plans to install the infrastructure necessary to serve the lands within both Phases 2B and 3A. The District infrastructure and improvements for Phases 2B are designed to serve and specially benefit the lands within Phases 2B. Similarly, the District infrastructure and improvements for Phase 3A are designed to serve and specially benefit the lands within Phase 3A. The District's Series 2018 Bonds will fund infrastructure and related improvements specially benefiting Phases 2B and 3A. The estimated costs of the Phases 2B and 3A District infrastructure and improvements are presented in Table 2.

### **2.3 Bond Requirements**

The District intends to finance the majority of its Assessment Area 2 CIP by issuing bonds. These bonds are being issued in several series, as development progresses within the District. The District's Series 2018 Bonds will fully or partially fund the costs of the Phases 2B and 3A District infrastructure and improvements. The series of bonds planned to be issued to fund Phase 2B District infrastructure and improvements will be referred to herein as the "Phase 2B Bonds" and supported by assessments imposed solely to properties located within Phase 2B. Similarly, the portion of the Series 2018 Bonds issued to fund Phase 3A District infrastructure and improvements will be referred to herein as the "Phase 3A Bonds" and supported by assessments imposed solely to properties located within Phase 3A.

The details of the Series 2018 Bonds issuance required to fund the Phases 2B and 3A District infrastructure and improvements is found in Table 3. As shown in Table 3, the Series 2018 Bonds include several component funds typical of similar bonds, including funds to pay capitalized interest, establish a debt service reserve, and pay the costs of issuance associated with the Series 2018 Bonds. Table 3 also provides the split of the future bond issuance between the Phases 2B and 3A lands, based upon the costs required to implement each phase's infrastructure improvements.

### **3.0 Assessment Methodology**

#### **3.1 Assessment Foundation**

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of each phase of infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives as expressed by that unit's equivalent residential unit ("ERU") value.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, and acreage. Fishkind has determined that an assessment methodology based on equivalent residential unit ("ERU") values is appropriate. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. ERU values are a commonly accepted method for calculating special benefit assessments in Florida. Here, Fishkind has chosen to assign an ERU value of 1.0 to each single family lot.

#### **3.2 Allocation of Specific Assessments**

The CIP cost estimates are outlined in Table 2 and described in detail in the Engineer's Report. The details of the Series 2018 Bonds issuance required to fund the Phases 2B and 3A infrastructure costs are shown in Table 3. The Series 2018 Bonds principal and related annual debt service assessments assigned to Phase 2B (Phase 2B Bonds) and Phase 3A (Phase 3A Bonds) will then be equally divided among the number of lots planned for each phase. The resulting bonds principal and related annual debt service assessments for Phases 2B and 3A, and each lot planned for each of these phases, are shown in Tables 4 and 5 respectively. Tables 4 and 5 become important as the land within a phase is platted, as specific bond debt service assessments will be assigned to the individual Development Units (as that term is defined below) within the relevant phases at this time.

### **3.3 Assignment of Specific Assessments**

The assessments for each phase will initially be assigned to the lands in each phase on an equal per acre basis. The assessments for each phase will be equally divided among the lots within that phase, as property is *initially* platted. The final assignment of bond debt to a specific lot does not take place until the land containing that lot is platted (a platted single-family lot will be referred to herein as a “Development Unit”). The specific bond debt assessment that is assigned to platted Development Units will be detailed in a future supplemental assessment report, in accordance with the principles and allocations set forth in this Methodology.

### **3.4 True-Up Mechanism – Master Infrastructure**

In order to assure that the District's debt will not build up on the unplatted land within Phases 2B and 3A, the District shall conduct the following true-up test at the time of the approval of each plat within Phases 2B and 3A. The test is that the debt per acre remaining on the unplatted land within each phase is never allowed to increase above the initial maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the par amount of the bonds required to finance the each phase's CIP divided by the number of developable acres within that respective phase. For example, suppose Phase 2B contained 10 developable acres and the District issued \$1,000,000 in bonds to fund the Phase 2B CIP. In this example, every time Phase 2B property is platted, the debt on the remaining Phase 2B land after the plat must remain at or below \$100,000 per developable acre. If not, the District would require a density reduction payment so that the \$100,000 per acre level is not breached. If all of Phase 2B is included within a single plat, all \$1,000,000 in Phase 2B bonds must be fully allocated to platted lots by that plat.

In the event that additional land not currently subject to the assessments required to repay the debt associated with the Phases 2B and 3A infrastructure is developed in such a manner as to receive special benefit from the Phases 2B and 3A infrastructure improvements, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the special assessments, while all then-assessed parcels will receive a relative adjustment in their assessment levels.

#### **4.0 Contribution of District Infrastructure and/or Improvements**

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

#### **5.0 Preliminary Assessment Roll**

As described above, the Phase 2B lands will be allocated Phase 2B Bonds principal and related annual debt service assessments, and the Phase 3A lands will be allocated Phase 3A Bonds principal and related annual debt service assessments at the time of issuance of the bonds. The table below outlines the initial Series 2018 Bonds principal assessment for the lands within Phases 2B and 3A. As properties within Phases 2B and 3A are platted, the assessments for the Phases 2B and 3A properties will be refined as outlined herein. The legal description of the land included within Assessment Area 1 is found in Exhibit "A", herein.

## Preliminary Assessment Roll

<u>Description</u>	<u>Acreage</u>	<u>Series 2018 Bonds Principal Assessment</u>	<u>Bond Principal Assessment per Acre</u>	<u>Series 2018 Bonds Gross Annual Assessment (1)</u>	<u>Series 2018 Bonds Gross Annual Assessment per Acre (1)</u>
Phase 2B – Exhibit A	82.91	\$3,143,090	\$37,909.66	\$232,539	\$2,804.72
Phase 3A – Exhibit A	129.76	\$10,468,906	\$80,678.99	\$774,535	\$5,968.98
<b>Totals, Phases 2B &amp; 3A</b>	<b>212.67</b>	<b>\$13,611,995</b>	<b>\$64,005.24</b>	<b>\$1,007,074</b>	<b>\$4,735.38</b>

(1) Values include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

## EXHIBIT "A"

### DESCRIPTIONS OF PHASES 2B & 3A

#### EXHIBIT 2: LEGAL DESCRIPTION OF PHASE 2B

BEING A PARCEL OF LAND LYING WITHIN SECTION 8, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8 AND PROCEED S 89°51'10" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1027.56 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 26 (BLOCK 4) OF TOWNE PARK ESTATES PHASE 2A PER PLAT BOOK \_\_\_, PAGE \_\_\_ OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89°51'10" W, CONTINUING ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1627.60 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE S 89°51'04" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 321.04 FEET; THENCE N 36°19'40" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 2787.77 FEET TO THE MOST SOUTHWESTERLY CORNER OF LOT 20 (BLOCK 1) OF SAID TOWNE PARK ESTATES PHASE 2A AND THE MOST WESTERLY CORNER THEREOF; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 435.00 FEET AND A CHORD WHICH BEARS S 89°57'18" E, A DISTANCE OF 3.78 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG THE BOUNDARY OF SAID TOWNE PARK PHASE 2A, A DISTANCE OF 3.78 FEET TO A POINT OF TANGENCY; THENCE N 89°47'45" E, CONTINUING ALONG THE BOUNDARY OF SAID TOWNE PARK ESTATES PHASE 2A, A DISTANCE OF 83.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 705.00 FEET AND A CHORD WHICH BEARS S 70°18'39" E, A DISTANCE OF 479.78 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 489.55 FEET TO A POINT OF TANGENCY; THENCE S 50°25'04" E, A DISTANCE OF 296.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 595.00 FEET AND A CHORD WHICH BEARS S 11°53'28" E, A DISTANCE OF 741.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 800.17 FEET TO A POINT OF TANGENCY; THENCE S 26°38'07" W, A DISTANCE OF 21.84 FEET; THENCE S 30°59'55" E, A DISTANCE OF 328.67 FEET; THENCE S 22°21'38" W, A DISTANCE OF 634.33 FEET TO THE NORTH RIGHT-OF WAY OF NORTH EGRET LANE DEDICATED PER SAID TOWNE PARK ESTATES PHASE 2A; THENCE N 83°22'26" W, ALONG SAID RIGHT-OF WAY, A DISTANCE OF 81.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 30°30'24" W, A DISTANCE OF 39.86 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 46.14 FEET TO A POINT OF TANGENCY; THENCE N 22°21'38" E, A DISTANCE OF 15.58 FEET; THENCE N 67°38'22" W, A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF WHITE IBIS ROAD DEDICATED PER SAID TOWNE PARK PHASE 2A; THENCE S 22°21'38" W, A DISTANCE OF 31.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 80.00 FEET AND A CHORD WHICH BEARS S 43°39'41" W, A DISTANCE OF 58.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 59.48 FEET TO A POINT OF TANGENCY; THENCE S 64°57'43" W, A DISTANCE OF 60.23 FEET TO THE SOUTHEAST CORNER OF TRACT D PER SAID TOWNE PARK PHASE 2A; THENCE N 25°02'17" W, A DISTANCE OF 110.00 FEET; THENCE N 49°00'48" E, A DISTANCE OF 73.23 FEET; THENCE N 22°21'38" E, A DISTANCE OF 150.00 FEET; THENCE N 67°38'22" W, A DISTANCE OF 71.68 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT D; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHERLYWESTERLY, HAVING A RADIUS OF 980.00 FEET AND A CHORD WHICH BEARS S 45°58'59" W, A DISTANCE OF 183.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 183.30 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 430.00 FEET AND A CHORD WHICH BEARS S 25°35'50" W, A DISTANCE OF 373.55 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 386.42 FEET; THENCE S 00°08'50" E, A DISTANCE OF 107.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 82.91 ACRES, MORE OR LESS.



## EXHIBIT "A" (cont.)

### DESCRIPTIONS OF PHASES 2B & 3A

#### PHASE 3A

A PORTION OF LAND LYING WITHIN SECTIONS 8 AND 17, TOWNSHIP 29 SOUTH, RANGE 23 EAST, CITY OF LAKE LAND, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN TWO PARCELS AS FOLLOWS:

##### PARCEL A (TOWNE PARK ESTATES SOUTH):

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND PROCEED S 00° 21' 42" E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 2704.03 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE S 89° 48' 31" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 2317.57 FEET; THENCE S 00° 21' 37" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 299.85 FEET; THENCE N 89° 56' 16" W, A DISTANCE OF 30.21 FEET; THENCE S 00° 26' 57" E, A DISTANCE OF 29.97 FEET; THENCE S 89° 43' 22" W, A DISTANCE OF 307.22 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 364.84 FEET; THENCE N 71° 34' 19" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 52.80 FEET; THENCE N 53° 08' 34" W, A DISTANCE OF 92.43 FEET; THENCE N 49° 11' 53" W, A DISTANCE OF 67.17 FEET; THENCE N 70° 58' 52" W, A DISTANCE OF 70.89 FEET; THENCE N 90° 00' 00" W, A DISTANCE OF 78.58 FEET; THENCE N 75° 58' 12" W, A DISTANCE OF 38.12 FEET; THENCE N 45° 00' 49" W, A DISTANCE OF 107.83 FEET; THENCE N 43° 02' 12" W, A DISTANCE OF 94.82 FEET; THENCE N 36° 38' 50" W, A DISTANCE OF 112.29 FEET; THENCE N 51° 10' 54" W, A DISTANCE OF 121.62 FEET; THENCE N 32° 54' 53" W, A DISTANCE OF 93.56 FEET; THENCE N 54° 52' 43" W, A DISTANCE OF 76.29 FEET; THENCE N 66° 12' 14" W, A DISTANCE OF 85.88 FEET; THENCE N 55° 11' 15" W, A DISTANCE OF 64.74 FEET; THENCE N 35° 46' 00" W, A DISTANCE OF 71.18 FEET; THENCE N 57° 06' 19" W, A DISTANCE OF 41.73 FEET; THENCE N 03° 24' 26" W, A DISTANCE OF 107.02 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 87° 23' 22" E, A DISTANCE OF 69.71 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 69.71 FEET TO A POINT OF TANGENCY; THENCE N 88° 43' 15" E, A DISTANCE OF 416.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1090.00 FEET AND A CHORD WHICH BEARS N 57° 37' 21" E, A DISTANCE OF 1125.99 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1183.24 FEET TO A POINT OF TANGENCY; THENCE N 26° 31' 27" E, A DISTANCE OF 567.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET AND A CHORD WHICH BEARS N 33° 48' 01" E, A DISTANCE OF 506.60 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 507.97 FEET TO A POINT OF TANGENCY; THENCE N 41° 04' 35" E, A DISTANCE OF 650.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET AND A CHORD WHICH BEARS N 20° 26' 10" E, A DISTANCE OF 274.95 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 280.99 FEET TO A POINT OF TANGENCY; THENCE N 00° 12' 15" W, A DISTANCE OF 271.21 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE S 89° 51' 10" W, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1127.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 129.76 ACRES, MORE OR LESS

**APPENDIX**  
**ASSESSMENT TABLES**

APPENDIX TABLE 1  
TOWNE PARK CDD  
**PHASES 2B AND 3A LAND USE PLAN**  
SUPPLEMENTAL ASSESSMENT METHODOLOGY (PH. 2B & 3A)

<u>Development Phase</u>	<u>Number of Single-Family Lots</u>
Phase 2B	130
Phase 3A	<u>433</u>
<b>Total</b>	<b>563</b>

APPENDIX TABLE 2  
TOWNE PARK CDD  
PHASES 2B AND 3A CIP COST ESTIMATES  
SUPPLEMENTAL ASSESSMENT METHODOLOGY (PH. 2B & 3A)

<u>Infrastructure Component</u>	<u>Estimated Costs,</u>	<u>Estimated Costs,</u>	<u>Total Estimated Costs,</u>
	<u>Phase 2B</u>	<u>Phase 3A</u>	<u>Phases 2B &amp; 3A</u>
Offsite Improvements & Master Blvd	\$0	\$3,735,924	\$3,735,924
Stormwater Mngmt	\$2,460,000	\$6,062,000	\$8,522,000
Utilities (water, sewer & st lighting)	\$682,660	\$2,035,100	\$2,717,760
Roadway	\$653,770	\$1,991,800	\$2,645,570
Entry Feature & Signage	\$374,500	\$470,671	\$845,171
Parks & Amenities	\$500,760	\$1,199,843	\$1,700,603
Contingency	\$350,960	\$714,450	\$1,065,410
<b>Totals</b>	<b>\$5,022,650</b>	<b>\$16,209,788</b>	<b>\$21,232,438</b>

APPENDIX TABLE 3  
TOWNE PARK CDD  
**SERIES 2018 BONDS DETAILS**  
SUPPLEMENTAL ASSESSMENT METHODOLOGY (PH. 2B & 3A)

Series 2018 Bonds Fund	Phase 2B Bonds	Phase 3A Bonds	Total Values, Ph. 2B & 3A Bonds
Ph. 2B & 3A Construction Funds	\$2,719,167	\$9,056,919	\$11,776,087
Debt Service Reserve	\$216,262	\$720,317	\$936,579
Capitalized Interest	\$86,435	\$287,895	\$374,330
Costs of Issuance (Including Underwriter's Fee)	\$121,226	\$403,774	\$525,000
Contingency	\$0	\$0	\$0
Estimated Bonds Principal	\$3,143,090	\$10,468,906	\$13,611,995
Average Annual Coupon Rate:	5.50%	5.50%	
Term (Years):	30	30	
Capitalized Interest Months	6	6	
Maximum Net Annual Debt Service:	\$216,262	\$720,317	\$936,579
Maximum Gross Annual Debt Service (1):	\$232,539	\$774,535	\$1,007,074

(1) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

**APPENDIX TABLE 4**  
**TOWNE PARK CDD**  
**PHASE 2B SERIES 2018 BONDS ASSESSMENTS**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY (PH. 2B & 3A)**

**PHASE 2B**

<u>Unit Type</u>	<u>Unit Count</u>	<u>ERUs/Unit (1)</u>	<u>Total ERUs</u>	<u>Bond Principal Allocation/ Category</u>	<u>Bond Principal Allocation/Unit</u>
Single Family Lots (Phase 2B)	130	1.00	130.00	\$3,143,090	\$24,178

<u>Unit Type</u>	<u>Bond Net Annual Assessment/ Category</u>	<u>Bond Net Annual Assessment/ Unit</u>	<u>Bond Gross Annual Assessment/Unit (1)</u>
Single Family Lots (Phase 2B)	\$216,262	\$1,664	\$1,789

(1) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

**APPENDIX TABLE 5**  
**TOWNE PARK CDD**  
**PHASE 3A SERIES 2018 BONDS ASSESSMENTS**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY (PH. 2B & 3A)**

**PHASE 3A**

<u>Unit Type</u>	<u>Unit Count</u>	<u>ERUs/Unit (1)</u>	<u>Total ERUs</u>	<u>Bond Principal Allocation/ Category</u>	<u>Bond Principal Allocation/Unit</u>
Single Family Lots (Phase 3A)	433	1.00	433.00	\$10,468,906	\$24,178

<u>Unit Type</u>	<u>Bond Net Annual Assessment/ Category</u>	<u>Bond Net Annual Assessment/ Unit</u>	<u>Bond Gross Annual Assessment/Unit (1)</u>
Single Family Lots (Phase 3A)	\$720,317	\$1,664	\$1,789

(1) Includes a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.





**Towne Park  
Community Development District**

**Construction Management Agreement  
Heath Construction and Management, LLC**

**AGREEMENT BETWEEN HEATH CONSTRUCTION AND MANAGEMENT, LLC  
AND THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT  
FOR CONSTRUCTION MANAGEMENT AND CONSULTING SERVICES**

This Agreement ("Agreement") is made and entered into effective this 8th day of March, 2018, 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, Polk County, Florida, with a mailing address at 12051 Corporate Boulevard, Orlando, Florida 32817 (hereinafter "District"); and

**Heath Construction and Management, LLC**, a Florida limited liability corporation, with offices located at 2415 Cypress Gardens Boulevard, Winter Haven, Florida 33884 (hereinafter "Consultant").

**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 District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, the District has entered into an agreement with \_\_\_\_\_, dated \_\_\_\_\_ for the construction of infrastructure improvements (the "Construction Contract"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide construction management and consulting services for Phase 3; and

**WHEREAS**, Consultant provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement and Consultant's proposal and scope of services, which are attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, Consultant has been provided a copy of the Construction Contract and is familiar with the terms and conditions therein; and

**WHEREAS**, the District and Consultant ("Parties") 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.** The duties, obligations, and responsibilities of the Consultant are to provide the services described in Exhibit A ("Services"), attached hereto and incorporated by reference herein. Consultant shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met. Consultant shall report directly to the District Manager or his/her designee. The District may require Consultant to provide such evidence as the District requires assuring the District that the Services are provided to the District's satisfaction. Consultant shall use all due care to protect the property of the District, its residents and landowners from damage.

**SECTION 3. AUTHORITY OF CONSULTANT.** Consultant shall have no right or authority, express or implied, to commit or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided herein and or specifically authorized in writing by the District.

**SECTION 4. COMPENSATION.** Consultant shall receive as compensation a fee not to exceed \$7,000 each month without further authorization for Services provide through final completion of the project as identified in Exhibit A. Consultant shall submit invoices on a monthly basis.

**SECTION 5. COMPLIANCE WITH LAWS.** Consultant shall comply in all material respects with any applicable federal, state, or local laws, ordinances, rules, or regulations. Consultant shall promptly remedy any violation of any such law, ordinance, rule, or regulation known to the Consultant, to the extent that such remedy is in the Consultant's control, and shall promptly notify the District Manager, District Counsel, of any such violation.

**SECTION 6. INSURANCE.** Consultant 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

**SECTION 7. INDEMNIFICATION.** Consultant agrees to indemnify, defend and hold harmless the District and its officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation, or other entity for injuries, death, and property damage of any nature, arising out of, or in connection with, any negligent act or omission or willful misconduct of the Consultant or its employees or agents.

**SECTION 8. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorney's fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**SECTION 9. 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 or law, 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 10. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

**SECTION 12. TERMINATION.** The District shall have the right to terminate this Agreement immediately at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days written notice without cause. Consultant shall have the right to terminate this Agreement upon thirty (30) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party terminates this Agreement, Consultant agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

**SECTION 13. INDEPENDENT CONTRACTOR.** The Consultant and District agree that Consultant is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Consultant shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the pool and amenity facilities maintenance contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

**SECTION 14. 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.

**SECTION 15. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

**SECTION 16. AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 17. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

1. If to Consultant: Heath Construction and Management, LLC.  
2415 Cypress Gardens Boulevard.  
Winter Haven, Florida 33884  
Attn: Warren "Rennie" Heath

2. If to 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 32314  
Attn: Roy Van Wyk

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the addresses set forth herein. Notices delivered after 5:00 p.m. (at the place of

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

**SECTION 18. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 19. ASSIGNMENT.** Consultant may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Consultant without the prior written approval of the District are void.

**SECTION 20. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue shall be in Polk County, Florida.

**SECTION 21. EFFECTIVE DATE AND TERM.** This Agreement shall become effective as of the date stated above and shall remain in effect unless otherwise terminated earlier in accordance with Section 12, above.

**SECTION 22. EXECUTION IN COUNTERPARTS.** This Agreement 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 Agreement to physically form one document.

**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. PUBLIC RECORDS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**SECTION 26. CONFLICTS.** To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms herein shall control.

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

Attest:

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary,  
Board of Supervisors

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

**HEATH CONSTRUCTION AND  
MANAGEMENT, LLC.**

\_\_\_\_\_  
Witness Signature

Sign: \_\_\_\_\_

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

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

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

**Exhibit A:** Consultant's Proposal & Scope of Services

## DUTIES, SPECIFICATIONS AND COMPENSATION

### 1. DUTIES.

The Consultant shall perform the following services for Phase 3 of the Towne Park Community Development District ("2018 Project").

(a) Cause the land to become civil engineered by a professional licensed Civil Engineer and all permitting that will be required for the development of the property.

(b) To assist with the District in directing and scheduling the installation of the infrastructure for the following tasks:

1. Earthwork
2. Sanitary Sewer
3. Potable Water Distribution System
4. Storm Sewer
5. Street Paving/Stripping/Signage
6. Any Offsite Requirements
7. Final Grading
8. Installation of all lot corners and permanent property corners.
9. Installation of all underground electrical lines and street lights
10. All platting services that may be required
11. Acquire all final acceptance letters for all service providers
12. Receiving all as-builts and warranties from Site Contractor(s)

(c) To cause all material required to receive passing test results and provide any written reports needed from a third-party independent materials testing engineer.

(d) To Assist in the design and installation of any landscaping, irrigation and wall/fencing as may be required.

(e) Accept and inspect all materials purchased by the District for incorporation into the Project.

(f) Coordinate with District Engineer and Construction Contractor to facilitate the completion of the 2018 Project pursuant to the terms of the Construction Contract.





**Towne Park  
Community Development District**

**Payment Authorization Numbers 70 - 71**

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

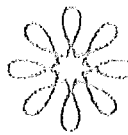
**Payment Authorization #70**

2/19/2018

Item No.	Payee	Invoice Number	General Fund
1	<b>Floralawn</b> Monthly Lawn Maintenance - 2018.02	79331	\$ 1,805.00
2	<b>Hopping Green &amp; Sams</b> Legal Services through 12.31.2017	98286	\$ 88.50
3	<b>Lakeland Electric</b> Billing Date 02.02.2018	3555224.2018.02	\$ 433.10
	Billing Date 02.02.2018	3555225-2018.02	\$ 762.45
4	<b>Hamilton Engineering</b> Services from 12.31.2017 to 02.02.2018	55582	\$ 1,467.50
5	<b>Business Observer</b> Legal Ad - 01.26.2018 Suprvisors Meeting	18-00128K	\$ 48.88
	Legal Ad - 02.09.2018 Ph 2B Infrastructure Imprv	18-00219K	\$ 123.25
	Legal Ad - 02.09.2018 Ph 3A Infrastructure Imprv	18-00220K	\$ 123.25
2	<b>Fishkind &amp; Associates, Inc</b> DM Fee and Reimbursables - 2018.02	22216	\$ 2,168.75
<b>TOTAL</b>			<b>\$ 7,020.68</b>

---

Chairperson



**floralawn**  
Premier Lawn & Pest

P.O. Box 91597  
Lakeland, FL 33804

## Invoice

Date	Invoice #
2/1/2018	79331

Bill To
Towne Park CDD 3020 S Florida Ave Lakeland, FL 33803

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn maintenance  Billing For February 2018	1,805.00	1,805.00

Thank you for your business.

**Total** \$1,805.00

**Balance Due** \$1,805.00

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

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

January 31, 2018

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

Bill Number 98286  
Billed through 12/31/2017

## General Counsel/Monthly Meeting

TPKCDD 00001 RVW

### FOR PROFESSIONAL SERVICES RENDERED

12/13/17	RVW	Prepare correspondence to district manager regarding notice from department of economic opportunity; confer with Gaskins regarding same.	0.30 hrs
----------	-----	--	----------

Total fees for this matter	\$88.50
----------------------------	---------

### MATTER SUMMARY

Van Wyk, Roy	0.30 hrs	295 /hr	\$88.50
--------------	----------	---------	---------

TOTAL FEES	\$88.50
------------	---------

TOTAL CHARGES FOR THIS MATTER	<u>\$88.50</u>
-------------------------------	----------------

### BILLING SUMMARY

Van Wyk, Roy	0.30 hrs	295 /hr	\$88.50
--------------	----------	---------	---------

TOTAL FEES	\$88.50
------------	---------

TOTAL CHARGES FOR THIS BILL	<u>\$88.50</u>
-----------------------------	----------------

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

# Hopping Green & Sams

Attorneys and Counselors

January 31, 2018

Towne Park Community Development District  
c/o Mr. Joe MacLaren  
Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817

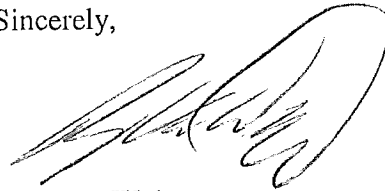
Re: Towne Park Community Development District

Dear Joe:

Enclosed please find our billing statement on behalf of the Towne Park Community Development District (the "District"), for services rendered and expenses incurred through the month of December, 2017. Please remit payment as soon as possible.

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

Sincerely,



Roy Van Wyk

RVW/lk

Enclosure



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

## ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	02/02/2018
Account Number :	3555224
Total Amount Due :	\$ 433.10
Payment Due Date :	03/02/2018
Payments/Credits since Last Bill :	\$ -599.35
Previous Balance was a Credit :	\$ -4.41

## ACCOUNT DETAIL

	Itemized Charges	Total Charges
<b>Water Irrigation</b>		
Irrigation Commercial Inside Monthly Base Charge.....	\$ 24.94	
Water-1000 gal - 13 @ 2.5.....	\$ 32.50	
Water-1000 gal - 19 @ 3.13.....	\$ 59.47	
Water-1000 gal - 69 @ 4.07.....	\$ 280.83	
Inside the City Utility Tax.....	\$ 39.77	
<b>Current Water Irrigation Charges.....</b>		<b>\$ 437.51</b>
<b>TOTAL CURRENT CHARGES</b>		<b>\$ 437.51</b>
<b>TOTAL AMOUNT SUBJECT TO PENALTY AFTER 03/02/2018</b>		<b>\$ 433.10</b>

**www.lakelandelectric.com**

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

LB100202\_0-239-000004181

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



000120 000004181



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



23

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

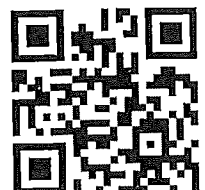
## PAYMENT SECTION

Account Number :	3555224
Total Amt Due 03/02/2018	\$ 433.10
Amount Enclosed:	_____

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

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

Please see back of stub for kiosk locations.



0 0000000000043310 000000035552249 0 0000000000043310 000000035552249



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

## ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	02/02/2018
Account Number :	3555225
Total Amount Due :	\$ 762.45
Payment Due Date :	03/02/2018
Payments/Credits since Last Bill :	\$ -657.69
Previous Balance was a Credit :	\$ -6.36

## ACCOUNT DETAIL

	Itemized Charges	Total Charges
<b>Water Irrigation</b>		
Irrigation Commercial Inside Monthly Base Charge.....	\$ 24.94	
Water-1000 gal - 13 @ 2.5.....	\$ 32.50	
Water-1000 gal - 19 @ 3.13.....	\$ 59.47	
Water-1000 gal - 143 @ 4.07.....	\$ 582.01	
Inside the City Utility Tax.....	\$ 69.89	
<b>Current Water Irrigation Charges.....</b>		<b>\$ 768.81</b>
<b>TOTAL CURRENT CHARGES</b>		<b>\$ 768.81</b>
<b>TOTAL AMOUNT SUBJECT TO PENALTY AFTER 03/02/2018</b>		<b>\$ 762.45</b>

**www.lakelandelectric.com**

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

LB180202\_0-241-000004181

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



000121 000004181



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



23

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

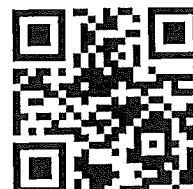
## PAYMENT SECTION

Account Number :	3555225
Total Amt Due 03/02/2018	\$ 762.45
Amount Enclosed:	_____

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

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

Please see back of stub for kiosk locations.



0 000000000076245 000000035552256 0 000000000076245 000000035552256



**Invoice**

3409 W LEMON ST., TAMPA, FL 33609  
TEL: 813.250.3535 | FAX: 813.250.3636  
EMAIL: ACCOUNTING@HAMILTONENGINEERING.US

Towne Park CDD  
12051 Corporate Blvd  
Orlando, FL 32817

February 8, 2018  
Project No: 03271.0002  
Invoice No: 55582

Project Manager: Heather Wertz

Project 03271.0002 Towne Park Estates  
**Professional Services for the Period: December 30, 2017 to February 2, 2018**

Phase 030 Engineering Services - Hourly

**Professional Personnel**

		Hours	Rate	Amount
Principal/Sr Project Mgr				
Wertz, Heather	1/30/2018	1.00	190.00	190.00
Sr CADD Tech				
Hyatt, Eric	1/29/2018	3.00	70.00	210.00
CDD bond Legal + Exhibit				
CADD Tech				
Pate, Cameron	1/24/2018	8.50	70.00	595.00
Pate, Cameron	1/25/2018	4.50	70.00	315.00
Pate, Cameron	1/26/2018	2.25	70.00	157.50
Totals		19.25		1,467.50
Total Labor				1,467.50

Total for this Section: \$1,467.50

**TOTAL DUE THIS INVOICE: \$1,467.50**

**Billed-to-Date**

	Current	Prior	Total
Labor	1,467.50	0.00	1,467.50
Totals	1,467.50	0.00	1,467.50

Project	03271.0002	Towne Park Estates	Invoice	55582
---------	------------	--------------------	---------	-------

## Billing Backup

Friday, February 9, 2018

Hamilton Engineering & Surveying, Inc.

Invoice 55582 Dated 2/8/2018

9:56:49 AM

Project	03271.0002	Towne Park Estates
---------	------------	--------------------

Phase	030	Engineering Services - Hourly
-------	-----	-------------------------------

### Professional Personnel

		Hours	Rate	Amount
Principal/Sr Project Mgr				
10 - Wertz, Heather	1/30/2018	1.00	190.00	190.00
Sr CADD Tech				
20 - Hyatt, Eric	1/29/2018	3.00	70.00	210.00
CDD bond Legal + Exhibit				
CADD Tech				
21 - Pate, Cameron	1/24/2018	8.50	70.00	595.00
21 - Pate, Cameron	1/25/2018	4.50	70.00	315.00
21 - Pate, Cameron	1/26/2018	2.25	70.00	157.50
Totals		19.25		1,467.50
Total Labor				1,467.50

Total for this Section: \$1,467.50

\$1,467.50

Total this Report \$1,467.50

# Business Observer

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

## INVOICE

Legal Advertising

Invoice # 18-00128K

Date 01/26/2018

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

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

### Description

### Amount

Serial # 18-00128K

\$48.88

**Notice of Board of Supervisors' Meeting**

**RE: Towne Park Community Development District**

**Published: 1/26/2018**

### Important Message

Paid  
Total

()  
\$48.88

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

### NOTICE

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

# Business Observer

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3rd Floor  
Sarasota, FL 34236

941-906-9386 x322

## INVOICE

### Legal Advertising

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

The Board of Supervisors of the Towne Park Community Development District ("Board") will hold a meeting on Thursday, February 8, 2018 at 11:00 a.m. at the offices of Highland Homes located at 3020 S. Florida Ave, Suite 101, Lakeland, Florida 33803. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued in progress without additional notice to a time, date and location stated on the record.

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

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

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

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

District Manager

January 26, 2018

18-00128K

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

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# Business Observer

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

## INVOICE

Legal Advertising

Invoice # 18-00219K

Date 02/09/2018

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

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

Description	Amount
Serial # 18-00219K <b>Request for Proposals</b> <b>RE:</b> Towne Park Community Development District Constriction Services for Phase 2B Infrastructure Improvements <b>Published:</b> 2/9/2018	\$123.25

<b>Important Message</b>	Paid	()
	<b>Total</b>	<b>\$123.25</b>

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

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# Business Observer

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

## INVOICE

### Legal Advertising

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

##### CONSTRUCTION SERVICES FOR PHASE 2B INFRASTRUCTURE IMPROVEMENTS CITY OF LAKE LAND, FLORIDA

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

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

The Project Manual will be available beginning Friday, February 9, 2018 at 10:00 AM EST at the offices of the Towne Park Community Development District's Engineer, Hamilton Engineering & Surveying, Inc., located at 3409 W. Lemon Street, Tampa, Florida 33609, or by calling (813) 250-3535, or emailing [heatherw@hamiltonengineering.us](mailto:heatherw@hamiltonengineering.us). Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. The successful proposer will be required to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

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

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

Any and all questions relative to this project shall be directed in email only to [heatherw@hamiltonengineering.us](mailto:heatherw@hamiltonengineering.us) no later than 5:00 PM EST, on Friday, March 2, 2018.

Firms desiring to provide services for this project must submit one (1) original and one (1) electronic copy of the required proposal no later than 3:00 PM EST, Tuesday, March 13, 2018, at the offices of Hamilton Engineering & Surveying, Inc., located at 3409 W. Lemon Street, Tampa, Florida 33609, with an electronic copy of the proposal in PDF included with the submittal package. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals received after the time and date stipulated above will be returned unopened to the proposer. The District Engineer will conduct a special public meeting at 12:00 PM EST on Wednesday, March 14, 2018, at the Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803, to open the proposals. No official action will be taken at the meeting. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Towne Park Community Development District

District Manager

February 9, 2018

18-00219K

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

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# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236

941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 18-00220K

Date 02/09/2018

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

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

### Description

### Amount

Serial # 18-00220K

\$123.25

### Request for Proposals

RE: Towne Park Community Development District Construction Services for  
Phase 3A Infrastructure Improvements

Published: 2/9/2018

### Important Message

Paid

()

Total

\$123.25

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# Business Observer

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

## INVOICE

### Legal Advertising

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

#### CONSTRUCTION SERVICES FOR PHASE 3A INFRASTRUCTURE IMPROVEMENTS CITY OF LAKE LAND, FLORIDA

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

Phase 3A construction site work, including earthwork, utilities, roadways, and stormwater management improvements.

The Project Manual will be available beginning Friday, February 9, 2018 at 10:00 AM EST at the offices of the Towne Park Community Development District's Engineer, Hamilton Engineering & Surveying, Inc., located at 3409 W. Lemon Street, Tampa, Florida 33609, or by calling (813) 250-3535, or emailing [heatherw@hamiltonengineering.us](mailto:heatherw@hamiltonengineering.us). Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. The successful proposer will be required to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

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

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

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Towne Park Community Development District

District Manager

February 9, 2018

18-00220K

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

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# Invoice

Towne Park CDD

\$2,168.75

## Account Summary Report

Date Range: Jan 1, 2018 to Jan 31st, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

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

### Account Summary

Account	Sub Account	Pieces	Total Charged
Town Park CDD		6	\$2.790
Grand Total			\$2.790

UPS No: 1Z1Y9R280395801553		Shipper	Receiver	Freight	11.71	9.37
Pickup Date	01/12/2018	FISHKIND & ASSOCIATES	U.S. BANK, N.A.-CDD	Fuel Surcharge	0.74	0.59
Service Level	Commercial Ground	12051 CORPORATE BLVD	EP-MN-01LB			
Weight	1 lb	ORLANDO	1200 ENERGY PARK DRIVE			
Zone	006	FL 32817	SAINT PAUL			
Payer	Shipper	AMANDA LANE	MN 55108			
Bill Reference: Beach, GID, HMii, LRSD, Towne, WynnE		LOCKBOX SERVICES-12-		Total	12.45	9.96
		Beach, GID, HMii, LRSD, Towne, WynnE		Sub Total	12.45	9.96
		1 count				

1.66

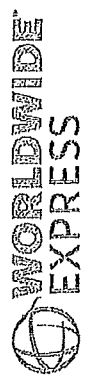
7.63

UPS No: 1Z1Y9R280391303410 Pickup Date: 01/05/2018 Service Level: Commercial Ground Weight: 1 lb Zone: 006 Payer: Shipper		Shipper FISHKIND & ASSOCIATES 12051 CORPORATE BLVD ORLANDO FL 32817 AMANDA LANE	Receiver U.S. BANK, N.A.-CDD EP-MN-01LB 1200 ENERGY PARK DRIVE SAINT PAUL MN 55108 LOCKBOX SERVICES-12-	Freight: 11.71 Fuel Surcharge: 0.74	9.37 0.59
Total: 12.45				9.96	
Sub Total: 12.45				9.96	

Bill Reference: HMii, MCID, Parker, Towne, Westport  
 HMii, MCID, Parker, Towne, Westport

1 count

99



Invoice No 1801064658  
Invoice Date 01/10/2018  
Account No W203899987/1Y9R28  
Account FISHKIND & ASSOCIATES

**Original Charges**

Invoice Detail				Billing		List Discount	
						Price	Price
UPS No: 1Z1Y9R280395959849	Shipper	Receiver	Freight			11.71	9.37
Pickup Date 12/28/2017	FISHKIND & ASSOCIATES	U.S. BANK, N.A.-CDD	Fuel Surcharge			0.74	0.59
Service Level Commercial Ground	12051 CORPORATE BLVD	EP-MN-01LB					
Weight 1 lb	ORLANDO	1200 ENERGY PARK DRIVE					
Zone 006	FL 32817	SAINT PAUL					
Payer Shipper	AMANDA LANE	MN 55108					
				Total		12.45	9.96
Bill Reference: HMJi, Towne				Sub Total		12.45	9.96
				1 count			
				HMJi, Towne			

4.98

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #71**

2/26/2018

Item No.	Payee	Invoice Number	General Fund
<b>1</b>	<b>Floralawn</b>		
	Irrigation Repair - 2018.02	79494	\$ 116.92
<b>2</b>	<b>Hopping Green &amp; Sams</b>		
	Legal Services through 01.31.2018	98604	\$ 1,473.50
	Series 2018 Financing billed through 01.31.2018	98605	\$ 338.00
	Phase 2B Construction billed through 01.31.2018	98606	\$ 949.00
	Phase 3A Construction billed through 01.31.2018	98607	\$ 881.00
<b>TOTAL</b>			<b>\$ 3,758.42</b>

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Chairperson



**floralawn**  
Premier Lawn & Pest

P.O. Box 91597  
Lakeland, FL 33804

# Invoice

Date	Invoice #
2/21/2018	79494

Bill To
Towne Park CDD 3020 S Florida Ave Lakeland, FL 33803

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Irrigation Repair above Monthly Maintenance for February 2018  Labor and Misc parts for Mainline repair Labor and Misc parts for lateral line repair  Service Completed: 2/9 & 2/13/18	116.92	116.92

Thank you for your business.

**Total** \$116.92

**Balance Due** \$116.92

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

# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

February 19, 2018

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

Bill Number 98604  
Billed through 01/31/2018

### General Counsel/Monthly Meeting

TPKCDD 00001 RVW

#### FOR PROFESSIONAL SERVICES RENDERED

01/16/18	SSW	Research request for proposals and engineer's reports; prepare for and attend conference call regarding anticipated financing.	0.90 hrs
01/16/18	AHJ	Confer with Wertz regarding engineer's reports; prepare interim engineer's agreement.	0.80 hrs
01/17/18	RVW	Review and edit interim engineer's agreement.	0.80 hrs
01/17/18	AHJ	Finalize interim engineer's agreement; confer with Gaarlandt and Wertz regarding same.	0.40 hrs
01/18/18	SSW	Review master and supplemental engineer's reports; confer with Gaarlandt regarding agenda items for upcoming board meeting.	2.10 hrs
01/18/18	AHJ	Confer with Wertz regarding interim engineer's report.	0.10 hrs
01/24/18	RVW	Review correspondence regarding audit questions; confer with Shapiro regarding district issues.	0.80 hrs
01/30/18	AHJ	Prepare update to securities transaction summary; confer with Shapiro regarding copy of ordinance.	0.20 hrs
01/31/18	SSW	Confer with Gaarlandt regarding agenda items.	0.20 hrs
Total fees for this matter			\$1,473.50

#### MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	1.50 hrs	145 /hr	\$217.50
Van Wyk, Roy	1.60 hrs	295 /hr	\$472.00
Warren, Sarah S.	3.20 hrs	245 /hr	\$784.00

TOTAL FEES \$1,473.50

**TOTAL CHARGES FOR THIS MATTER \$1,473.50**



**BILLING SUMMARY**

Jaskolski, Amy H. - Paralegal	1.50 hrs	145 /hr	\$217.50
Van Wyk, Roy	1.60 hrs	295 /hr	\$472.00
Warren, Sarah S.	3.20 hrs	245 /hr	\$784.00

TOTAL FEES	\$1,473.50
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<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,473.50</b>
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**Please include the bill number on your check.**

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

February 19, 2018

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

Bill Number 98605  
Billed through 01/31/2018

**Series 2018 Financing**

**TPKCDD 00105 RVW**

**FOR PROFESSIONAL SERVICES RENDERED**

01/16/18	RVW	Attend conference call with finance team.	0.90 hrs
01/17/18	AHJ	Prepare bond files.	0.50 hrs
Total fees for this matter			\$338.00

**MATTER SUMMARY**

Jaskolski, Amy H. - Paralegal	0.50 hrs	145 /hr	\$72.50
Van Wyk, Roy	0.90 hrs	295 /hr	\$265.50

TOTAL FEES \$338.00

**TOTAL CHARGES FOR THIS MATTER \$338.00**

**BILLING SUMMARY**

Jaskolski, Amy H. - Paralegal	0.50 hrs	145 /hr	\$72.50
Van Wyk, Roy	0.90 hrs	295 /hr	\$265.50

TOTAL FEES \$338.00

**TOTAL CHARGES FOR THIS BILL \$338.00**

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

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

February 19, 2018

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

Bill Number 98606  
Billed through 01/31/2018

## Phase 2B Construction

TPKCDD 00106 RVW

### FOR PROFESSIONAL SERVICES RENDERED

01/10/18	RVW	Confer with Shapiro regarding request for proposals on phase 2B.	0.40 hrs
01/17/18	AHJ	Prepare request for proposal project manual.	1.00 hrs
01/17/18	SSW	Review financing schedule; review structure of request for proposals regarding construction.	0.30 hrs
01/24/18	SSW	Confer with Shapiro regarding request for proposal process.	0.20 hrs
01/26/18	SSW	Prepare project manual and form of agreement.	1.40 hrs
01/30/18	SSW	Confer with Gaarlandt regarding meeting schedule to award bids.	0.10 hrs
01/31/18	SSW	Prepare revised project manual and notice of request for proposals; confer with Adams and Wertz regarding same.	0.80 hrs
Total fees for this matter			\$949.00

### MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	1.00 hrs	145 /hr	\$145.00
Van Wyk, Roy	0.40 hrs	295 /hr	\$118.00
Warren, Sarah S.	2.80 hrs	245 /hr	\$686.00

TOTAL FEES \$949.00

**TOTAL CHARGES FOR THIS MATTER \$949.00**

### BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	1.00 hrs	145 /hr	\$145.00
Van Wyk, Roy	0.40 hrs	295 /hr	\$118.00
Warren, Sarah S.	2.80 hrs	245 /hr	\$686.00

TOTAL FEES \$949.00

=====

**TOTAL CHARGES FOR THIS BILL**

-----  
**\$949.00**

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

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

February 19, 2018

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

Bill Number 98607  
Billed through 01/31/2018

## Phase 3A Construction

TPKCDD 00107 RVW

### FOR PROFESSIONAL SERVICES RENDERED

01/10/18	RVW	Confer with Shapiro regarding request for proposals on phase 2B.	0.40 hrs
01/17/18	SSW	Review financing schedule; review structure of request for proposals regarding construction.	0.20 hrs
01/18/18	AHJ	Prepare request for proposal project manual.	0.70 hrs
01/24/18	SSW	Confer with Shapiro regarding request for proposal process.	0.20 hrs
01/26/18	SSW	Prepare project manual and form of agreement.	1.40 hrs
01/30/18	SSW	Confer with Gaarlandt regarding meeting schedule to award bids.	0.10 hrs
01/31/18	SSW	Prepare revised project manual and notice of request for proposals; confer with Shapiro and Wertz regarding same.	0.80 hrs
Total fees for this matter			\$881.00

### MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.70 hrs	145 /hr	\$101.50
Van Wyk, Roy	0.40 hrs	295 /hr	\$118.00
Warren, Sarah S.	2.70 hrs	245 /hr	\$661.50

TOTAL FEES \$881.00

**TOTAL CHARGES FOR THIS MATTER \$881.00**

### BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.70 hrs	145 /hr	\$101.50
Van Wyk, Roy	0.40 hrs	295 /hr	\$118.00
Warren, Sarah S.	2.70 hrs	245 /hr	\$661.50

TOTAL FEES \$881.00

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**TOTAL CHARGES FOR THIS BILL**

-----  
**\$881.00**

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

# Hopping Green & Sams

Attorneys and Counselors

February 19, 2018

Towne Park Community Development District  
c/o Mr. Joe MacLaren  
Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817

Re: Towne Park Community Development District

Dear Joe:

Enclosed please find our billing statements on behalf of the Towne Park Community Development District (the "District"), for services rendered and expenses incurred through the month of January, 2018. Please remit payment as soon as possible.

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

Sincerely,



Roy Van Wyk

RVW/lk

Enclosures





**Towne Park  
Community Development District**

**Monthly Financials**

**Towne Park CDD**  
**Statement of Financial Position**  
**As of 1/31/2018**

	General Fund	Debt Service Funds	Capital Projects Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$21,239.52				\$21,239.52
Accounts Receivable - Due from Developer	263.55				263.55
Assessments Receivable	53,949.20				53,949.20
Deposits	2,700.00				2,700.00
Debt Service Reserve Bond		\$210,137.50			210,137.50
Revenue Bond		7,653.82			7,653.82
Prepayment Bond		147,503.00			147,503.00
Accounts Receivable - Due from Developer			\$14,344.00		14,344.00
Acquisition/Construction A1 Bond			3,421.67		3,421.67
Total Current Assets	<u>\$78,152.27</u>	<u>\$365,294.32</u>	<u>\$17,765.67</u>	<u>\$0.00</u>	<u>\$461,212.26</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$365,294.32	\$365,294.32
Amount To Be Provided				2,509,705.68	2,509,705.68
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,875,000.00</u>	<u>\$2,875,000.00</u>
Total Assets	<u><u>\$78,152.27</u></u>	<u><u>\$365,294.32</u></u>	<u><u>\$17,765.67</u></u>	<u><u>\$2,875,000.00</u></u>	<u><u>\$3,336,212.26</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$1,800.00				\$1,800.00
Deferred Revenue	53,949.20				53,949.20
Accounts Payable			\$14,344.00		14,344.00
Total Current Liabilities	<u>\$55,749.20</u>	<u>\$0.00</u>	<u>\$14,344.00</u>	<u>\$0.00</u>	<u>\$70,093.20</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$2,875,000.00	\$2,875,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,875,000.00</u>	<u>\$2,875,000.00</u>
Total Liabilities	<u>\$55,749.20</u>	<u>\$0.00</u>	<u>\$14,344.00</u>	<u>\$2,875,000.00</u>	<u>\$2,945,093.20</u>
<u>Net Assets</u>					
Net Assets - General Government	\$4,088.57				\$4,088.57
Current Year Net Assets - General Government	18,314.50				18,314.50
Net Assets, Unrestricted		\$257,385.71			257,385.71
Current Year Net Assets, Unrestricted		107,908.61			107,908.61
Net Assets, Unrestricted			\$3,419.68		3,419.68
Current Year Net Assets, Unrestricted			1.99		1.99
Total Net Assets	<u>\$22,403.07</u>	<u>\$365,294.32</u>	<u>\$3,421.67</u>	<u>\$0.00</u>	<u>\$391,119.06</u>
Total Liabilities and Net Assets	<u><u>\$78,152.27</u></u>	<u><u>\$365,294.32</u></u>	<u><u>\$17,765.67</u></u>	<u><u>\$2,875,000.00</u></u>	<u><u>\$3,336,212.26</u></u>

**Towne Park CDD**  
**Statement of Activities**  
**As of 1/31/2018**

	General Fund	Debt Service Funds	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Revenues</u></b>					
Off-Roll Assessments	\$54,498.47				\$54,498.47
Off-Roll Assessments		\$275,306.87			275,306.87
Total Revenues	<u>\$54,498.47</u>	<u>\$275,306.87</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$329,805.34</u>
<b><u>Expenses</u></b>					
D&O Insurance	\$2,356.00				\$2,356.00
Trustee Services	2,788.03				2,788.03
Management	8,333.32				8,333.32
Dissemination Agent	4,000.00				4,000.00
District Counsel	313.96				313.96
Postage & Shipping	68.17				68.17
Legal Advertising	46.75				46.75
Web Site Maintenance	300.00				300.00
Dues, Licenses, and Fees	175.00				175.00
Water	7,369.43				7,369.43
General Insurance	2,946.00				2,946.00
Landscaping Maintenance & Material	7,488.20				7,488.20
Principal Payments Bond		\$85,000.00			85,000.00
Interest Payments Bond		82,568.75			82,568.75
Total Expenses	<u>\$36,184.86</u>	<u>\$167,568.75</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$203,753.61</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$0.89				\$0.89
Interest Income		\$170.49			170.49
Interest Income			\$1.99		1.99
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.89</u>	<u>\$170.49</u>	<u>\$1.99</u>	<u>\$0.00</u>	<u>\$173.37</u>
<b>Change In Net Assets</b>	<b>\$18,314.50</b>	<b>\$107,908.61</b>	<b>\$1.99</b>	<b>\$0.00</b>	<b>\$126,225.10</b>
<b>Net Assets At Beginning Of Year</b>	<u><b>\$4,088.57</b></u>	<u><b>\$257,385.71</b></u>	<u><b>\$3,419.68</b></u>	<u><b>\$0.00</b></u>	<u><b>\$264,893.96</b></u>
<b>Net Assets At End Of Year</b>	<u><u><b>\$22,403.07</b></u></u>	<u><u><b>\$365,294.32</b></u></u>	<u><u><b>\$3,421.67</b></u></u>	<u><u><b>\$0.00</b></u></u>	<u><u><b>\$391,119.06</b></u></u>

**Towne Park CDD**  
**Budget to Actual**  
**For the Month Ending 01/31/2018**

	Year To Date			
	Actual	Budget	Variance	FY 2018 Adopted Budget
<b><u>Revenues</u></b>				
Off-Roll Assessments	\$54,498.47	\$0.00	\$54,498.47	\$0.00
Developer Contributions	0.00	55,000.00	(55,000.00)	165,000.00
<b>Net Revenues</b>	<b>\$54,498.47</b>	<b>\$55,000.00</b>	<b>\$(501.53)</b>	<b>\$165,000.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$0.00	\$1,333.33	\$(1,333.33)	\$4,000.00
D&O Insurance	2,356.00	833.33	1,522.67	2,500.00
Trustee Services	2,788.03	1,333.33	1,454.70	4,000.00
Management	8,333.32	8,333.33	(0.01)	25,000.00
Engineering	0.00	3,333.33	(3,333.33)	10,000.00
Dissemination Agent	4,000.00	0.00	4,000.00	0.00
District Counsel	313.96	8,333.33	(8,019.37)	25,000.00
Audit	0.00	1,666.67	(1,666.67)	5,000.00
Travel and Per Diem	0.00	166.67	(166.67)	500.00
Telephone	0.00	66.67	(66.67)	200.00
Postage & Shipping	68.17	50.00	18.17	150.00
Copies	0.00	500.00	(500.00)	1,500.00
Legal Advertising	46.75	1,666.67	(1,619.92)	5,000.00
Bank Fees	0.00	83.33	(83.33)	250.00
Miscellaneous	0.00	2,750.00	(2,750.00)	8,250.00
Web Site Maintenance	300.00	300.00	0.00	900.00
Dues, Licenses, and Fees	175.00	83.33	91.67	250.00
Water	7,369.43	0.00	7,369.43	0.00
Aquatic Contract	0.00	3,333.33	(3,333.33)	10,000.00
General Insurance	0.00	833.33	(833.33)	2,500.00
Property & Casualty	2,946.00	1,666.67	1,279.33	5,000.00
Clubhouse & Pool Maintenance	0.00	3,333.33	(3,333.33)	10,000.00
Landscaping Maintenance & Material	7,488.20	13,333.33	(5,845.13)	40,000.00
Streetslights	0.00	1,666.67	(1,666.67)	5,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$36,184.86</b>	<b>\$55,000.00</b>	<b>\$(18,815.14)</b>	<b>\$ 165,000.00</b>
<b>Total Expenses</b>	<b>\$36,184.86</b>	<b>\$55,000.00</b>	<b>\$(18,815.14)</b>	<b>\$ 165,000.00</b>
<b>Income (Loss) from Operations</b>	<b>\$18,313.61</b>	<b>\$0.00</b>	<b>\$18,313.61</b>	<b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$0.89	\$0.00	\$0.89	\$ -
<b>Total Other Income (Expense)</b>	<b>\$0.89</b>	<b>\$0.00</b>	<b>\$0.89</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$18,314.50</b>	<b>\$0.00</b>	<b>\$18,314.50</b>	<b>\$ -</b>