

# Towne Park Community Development District

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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, October 10, 2019 at 11:00 a.m. at the Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803**. As always, the personal attendance of three Board Members will be required to constitute a quorum.

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

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

Access code: **790 393 986#**

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

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period [for any members of the public desiring to speak on any proposition before the Board]

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

### **Business Matters**

- 2. Consideration of Matters Relative to Phase 3C (Assessment Area 3C), Series 2019 Bonds**
  - A. Presentation of Fourth Supplemental Engineer's Report**
  - B. Presentation of Second Amended and Restated Master Assessment Methodology**
  - C. Resolution 2020-01, Declaring Special Assessment** (*provided under separate cover*)
  - D. Resolution 2020-02, Setting a Public Hearing on the Imposition of Special Assessments** (*provided under separate cover*)
  - E. Resolution 2020-03, Amended Delegation Resolution** (*provided under separate cover*)
- 3. Consideration of Temporary Construction and Access Easement Agreement**
- 4. Consideration of Construction Funding Agreement** (*provided under separate cover*)
- 5. Consideration of Stewart & Associates Proposal/Agreement for Sodding and Irrigation Installation Services and Materials**



6. **Consideration of Agreement between the District and VGlobalTech for Website Audit Services**
7. **Ratification of Payment Authorization No. 118 – 119**
8. **Consideration of Monthly Financials**

**Other Business**

**Staff Reports**

- District Counsel
- District Engineer
- District Manager
  - Cleaning Services

**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, September 12, 2019 at 11:00 a.m.***

***The Offices of Highland Homes***

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

***Lakeland, Florida 33803***

Board Members present at roll call:

Brian Walsh	Board Member	
Rennie Heath	Board Member	
Jeffery Shenefield	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Michelle Rigoni	Hopping Green & Sams, P.A.	
Jane Gaarlandt	PFM	
Sonali Patil	PFM	(via phone)
Keven Plenzler	PFM	(via phone)
Milton Andrade	Highland Homes	
Ashton Bligh	Greenberg Traurig, P.A.	(via phone)
Heather E. Wertz	Absolute Engineering	(via phone)

### **FIRST ORDER OF BUSINESS**

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

The meeting was called to order at approximately 11:00 a.m. The Board Members and staff in attendance are as outlined above.

### **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

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

### **THIRD ORDER OF BUSINESS**

### **Consideration of the Minutes of the August 8, 2019 Board of Supervisors' Meeting**

The Board reviewed the minutes of the August 8, 2019 Board of Supervisors' Meeting.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board approved the Minutes of the August 8, 2019 Board of Supervisors' Meeting.

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

#### **Public hearing on Debt Assessments Phase 2 (Boundary Amendment Lands)**

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution  
2019-15, Levying Debt Special  
Assessment**

Ms. Gaarlandt requested a motion to open the public hearing.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board opened the Public Hearing for Levy of Debt Assessments to Lands included per Boundary Amendment.

Ms. Rigoni stated that the purpose of the public hearing is to allocate a fair portion of the debt assessments to the lands that were recently brought into the District boundaries. The District originally levied debt service assessments to Phase 2A securing Series 2016 Bonds. Therefore, about an acre of the land was added to the improvement plan by the developer. The six or so lots added by the recent boundary amendment benefit from the same improvements that the District has previously approved.

Ms. Gaarlandt confirmed that the District noticed via mail and publication in accordance with Florida Law.

Ms. Rigoni explained that this Assessment Resolution will levy the proportionate share of the Debt Service assessment on the benefited lots brought into the District boundaries. The District Engineer, at the time of the Series 2016 Bond issuance, stated that the cost estimates are reasonable and proper and that there are no reason to believe that the District could not carry out the project. Based on the project plan, an Assessment Methodology was prepared by the District's Assessment Consultant. Ms. Rigoni asked Mr. Plenzler if the lands subject to the assessments receive special benefits from the District's Capital Improvement Plan. Mr. Plenzler confirmed yes. Ms. Rigoni asked if the Special Assessments are reasonably apportioned among the lands subject to the Special Assessments including the annexed lots. Mr. Plenzler confirmed yes. She asked if it is reasonable, proper, and just to assess the costs of the Capital Improvement Program against the lands in the District in accordance with the Assessment Methodology including those lots that were recently annexed into the District boundaries. Mr. Plenzler confirmed yes. Ms. Rigoni asked

if it is his opinion that the special benefits the lands will receive as set forth in the Final Assessment Roll will be equal to or be in excess of the Special Assessments thereon allocated within the Assessment Methodology. Mr. Plenzler confirmed yes. Ms. Rigoni asked if it is his opinion that it is in the best interest of the District that the Special Assessments be paid and collected in accordance with the Assessment Methodology and the District's Assessment Resolutions. Mr. Plenzler confirmed yes.

Ms. Rigoni noted for the record that the District does not have any members of the public present at this time and requested a motion to close the public hearing.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board closed the Public Hearing.

Ms. Rigoni presented Resolution 2019-15 to the Board. The Board had no questions or comments. Ms. Rigoni requested a motion from the Board to approve Resolution 2019-15.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2019-15, Levying Debt Special Assessment to Lands included per Boundary Amendment.

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

#### **Consideration of Amended and Restated Notice of Imposition of Special Assessments for Special Assessment Bonds, Series 2016**

Ms. Rigoni presented the Amended and Restated Notice of Imposition of Special Assessment Bonds, Series 2016. This notice supplements the original notice.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board approved the Amended and Restated Notice of Imposition of Special Assessments for Special Assessment Bonds, Series 2016

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Matters Relative to Assessment Area 3C, Series 2019 Bonds**

#### **a) Resolution 2019-17, Delegation Resolution**

- a. Fifth Supplemental Trust  
Indenture**
- b. Bond Purchase  
Agreement**
- c. Preliminary Limited  
Offering Memorandum**
- d. Rule 15c2-12 Certificate**
- e. Continuing Disclosure  
Agreement**

Ms. Bligh presented Resolution 2019-17 to the Board.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2019-17, Delegation Resolution.

#### **b) Presentation of Fourth Supplemental Engineer's Report**

Ms. Wertz presented the Fourth Supplemental Engineer's Report for Towne Park CDD Phase 3C. Mr. Heath asked if Riverstone Phases 3 & 4 is ready to go and permitted. Ms. Wertz responded that the District can go to construction but still needs to get the SCEP Permits, however, it will not delay the construction. Mr. Heath mentioned that until those are signed the District may not be able to sell Bonds. Ms. Wertz will call the Water Department and find out where they are in the process and see what the District can do to move it along.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board approved the Supplemental Engineer's Report.

#### **c) Presentation of Supplemental Assessment Methodology**

Mr. Plenzler presented the Supplemental Assessment Methodology Report, Series 2019 Bonds (Towne Park CDD Phase 3C – Riverstone Phases 3 & 4).

Ms. Rigoni asked Ms. Wertz, in relation to the Supplemental Assessment Methodology, if the cost estimates in the Engineer's Report are reasonable and proper for the scope and size of the project of this next phase. Ms. Wertz confirmed yes.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board approved the Supplemental Assessment Methodology Report, Series 2019 Bonds (Towne Park CDD Phase 3C – Riverstone Phases 3 & 4).

**d) Fee Proposal Letter from Hopping Green & Sams, P.A.**

Ms. Rigoni explained that for the next Bond issuance Mr. Van Wyk is proposing a flat fee of \$43,500.00 for the Assessment area 3C issuance which is the same fee as for previous issuances.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board approved the Fee Proposal Letter from Hopping Green & Sams, P.A.

**SEVENTH ORDER OF BUSINESS**

**Consideration of FMSbonds, Inc. Rule G-17 Disclosure Letter**

Ms. Gaarlandt indicated that this is the standard letter the District has seen in connection with the other Bond issuances.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board approved FMSbonds, Inc. Rule G-17 Disclosure Letter.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-18, Setting a Public Hearing to Adopt Amended and Restated Rules of procedure**

**a) Memorandum of Updated Provisions of the District's Rule of Procedure**



Ms. Rigoni explained that there were several substantial changes that came out of the 2019 legislative session including details about the Auditor Selection Committee. This District has appointed the entire Board as the Committee, and the new law states that at least one Board Member on the Auditor Selection Committee who will serve as Chair. There are other legislative changes and the District needs to bring their rules to that standard.

Ms. Rigoni explained other changes. The District will need to set a public hearing to formally adopt the Amended and Restated Rules of Procedure and District staff recommended November 14, 2019.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield with all in favor, the Board approved Resolution 2019-18, setting a Public Hearing to Adopt Amended and Restated Rules of Procedure to take place on November 14, 2019 at 11:30 a.m. at the Offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 3380.

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

#### **Consideration of Resolution 2019-19, Ratifying Actions of the Board relative to the Sale of Bonds (Assessment Area 3B Project)**

Mr. Rigoni presented resolution 2019-19.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2019-19, Ratifying Actions of the Board relative to the Sale of Bonds (Assessment Area 3B Project)

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

#### **Consideration of Second Amended and Restated Disclosure of Public Financing**

Ms. Rigoni explained that the District is required to take affirmative steps to disclose information regarding public financing of its infrastructure. The District already has a report that is recorded in the public records but this amends that and updates it to include information regarding the latest issuance.

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

## **ELEVENTH ORDER OF BUSINESS**

### **Consideration of Phase 3 and 4 Bids for Construction Services**

Ms. Gaarlandt distributed a copy of Ms. Wertz recommended bid rankings.

Ms. Wertz noted that the bids were opened and reviewed. There were bids from QGS, Kearney, and RIPA, and the apparent low bidder was QGS at \$5,220,000.00, Kearney came in at \$5,260,000.00, and RIPA came in at \$6,060,000.00. The low bidder, QGS had 240 days, Kearney had 220 days, and RIPA has 256 days for completion. Ranking them according to price, schedule, financial capability, understanding of work, and experience of personnel, all three firms are financially capable, understand the work, and have good experience and personnel. On price QGS was awarded 25 points, Kearney received 23 points, and RIPA received 21 points. On schedule QGS received 24 points, Kearney received 25 points, and RIPA received 21 points.

Ms. Wertz ranked the proposers as follows;

1. QGS with 99 points
2. Kearney with 98 points
3. RIPA with 92 points.

Mr. Andrade asked if the CDD will require a performance bond for this job. Ms. Wertz replied yes. Mr. Andrade noted that Kearney has a performance bond in their bid which is a \$50,000.00 item and QGS does not. He asked if that is included in the apples to apples bid comparison. Ms. Wertz responded that she will have to confirm. Mr. Heath stated it is a lump sum contract and the CDD contracts require a performance payment bond so if a proposer did not line item it then they put it in something else or they left it out but the cost is not going to go up.

Mr. Andrade asked if dewatering is included in these bids. Ms. Wertz stated that dewatering is included in the installation pricing. This is a lump sum bid so they cannot come back and ask for more money to dewater.

Mr. Andrade noted that Kearney's revised bid states in their cover letter that the ponds are being instigated 6 feet below normal water level and not to the max pond depth in order to reduce excess fill. He asked if QGS was doing the same process. Ms. Wertz responded that the original bidder instructions were to dig the ponds to the max and the District ended up with so much excess fill it would have to be placed on the future Phase 5-6 not knowing of the District would need fill for that. The bidder instructions changed when the District realized they did not need the fill and it would reduce some of the cost. Ms. Wertz went back to all three firms and got revised bids to shallow up the ponds to reduce the amount of excess. Mr. Andrade asked if that eliminated the temporary

bridge. Ms. Wertz replied that it does not because the temporary bridge is needed for the Contractor to be able to access Phase 4 and they need to move some dirt from Phase 3 to Phase 4. Kearney did not include the bridge. Ms. Wertz did not think that was a good idea. QGS has it in their bid.

A Board Member asked if there are payment penalties if they do not meet their days to complete. Mr. Heath stated that the District cannot legally enforce it. A Board member asked about the excess fill. Ms. Wertz clarified that they eliminated that from the bids because they did not want to encumber Phase 3 and Phase 4 anymore if they don't need the fill.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board approved awarding the Contract to QGS per Ms. Wertz recommended rankings for Phase 3 and 4 Bids for Construction Services.

Ms. Rigoni will present a temporary construction easement and construction funding agreement for consideration at the next Board meeting. District staff will send the Notice of Intent to Award Letters out today.

Ms. Heath asked Ms. Rigoni to send the Contractor a notice to proceed on the start date.

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

#### **Ratification of Payment Authorizations No. 112 - 117**

The Board reviewed Payment Authorizations Nos. 112 - 117

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board ratified Payment Authorizations Nos. 112 - 117

#### **THIRTEENTH ORDER OF BUSINESS**

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

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

#### **FOURTEENTH ORDER OF BUSINESS**

#### **Staff Reports**

**District Counsel –** No Report  
**District Engineer –** No Report  
**District Manager –** No Report

**FIFTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

There were no Supervisor requests or audience comments.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

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

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board adjourned the September 12, 2019 Board of Supervisor's Meeting for the Towne Park Community Development District.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**Towne Park  
Community Development District**

**Matters Relative to Phase 3C  
(Assessment Area 3C), Series 2019 Bonds**

**Towne Park  
Community Development District**

**Fourth Supplemental Engineer's Report**

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

***FOURTH SUPPLEMENTAL ENGINEER'S REPORT  
PHASE 3C (Assessment Area 3C)***

**PREPARED FOR:**  
  
BOARD OF SUPERVISORS  
  
TOWNE PARK  
  
COMMUNITY DEVELOPMENT DISTRICT

**PREPARED BY:**  
  
ABSOLUTE ENGINEERING, INC.

Engineering Business No. 28358

***SEPTEMBER 2019***

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

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EXHIBIT 2 – Legal Description of Phase 3C

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**TOWNE PARK**  
FOURTH SUPPLEMENTAL ENGINEER'S REPORT  
PHASE 3C (Assessment Area 3C)

**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 and west of Yates Road in the City of Lakeland (the "City"), Polk County, Florida (the "County"). The District currently contains approximately 586 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 Commission on November 3, 2014, as amended by Ordinance No. 5766 enacted by the City Commission on April 1, 2019. 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. The CDD will acquire the property and improvements from the Developer at the lower of cost or fair market value.

Improvements and facilities financed, acquired, and/or constructed by the CDD will be required to conform to regulatory requirements of the City, the 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 Table 2 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" or the "Development"). 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 owned and maintained by the CDD. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this report is to provide engineering support to fund improvements in Phases 3C of the Community (also known as Riverstone Phases 3 & 4). Phase 3C is currently designed and being permitted for 186 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 Preliminary Engineer's Report, dated November 2014, prepared by Landmark Engineering & Surveying Corporation.

## **III. PROPOSED IMPROVEMENTS**

**The infrastructure improvements for Phase 3C include the following:**

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries and will be owned and operated by the District. 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 jointly by the City, the County and SWFWMD.

FEMA Community Panel No. 12105C-0460G (dated 12/22/2016) 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 local public roadway sections will be owned by the District and 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 6" diameter PVC and 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. An existing pump station constructed in Phase 3B will serve Phase 3C.

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.

### **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 own, operate and maintain these features.

The District will provide streetscape along the local collector roads as required by the City of Lakeland Land Development Code. 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,

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.

The stormwater improvements, roadways, water and wastewater facilities, entry features, amenities, 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 this phase. 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**

All required construction permits for Phase 3C 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:

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval (Lakeland)	PUD 17-066
Preliminary Plat (Lakeland)	SUB-18-015
SWFWMD ERP	43043355.002
Construction Permits (Lakeland)	SUB-18-015
FDEP Water	September 2019
FDEP Sewer	September 2019

#### 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 construction of Phase 3C 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 the County, which we believe to be necessary in order to facilitate estimated costs associated with the *Opinion of Probable Costs* in Table Two of this report. 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 Phase 3C of The District**

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

Land Use	TOTAL (acres)	Percentage
Stormwater Ponds	18.7	20.0 %
Residential	56.4	60.2 %
Commercial	0	0 %
Wetland / Conservation	18.6	19.8 %
Recreation / Open Space	0	0 %
<b>TOTAL</b>	<b>93.7</b>	<b>100.0 %</b>

Distribution by Lot Size

Phase	SF Lots	MF Units	TOTAL	Percentage
<b>TOTAL</b>	<b>186</b>	<b>0</b>	<b>186</b>	<b>100.0 %</b>

Notes:

1. Figures are approximate; Areas may change upon final layout



**TABLE TWO  
TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Summary of Opinion of Probable Cost**

<b>Number of Lots</b>	<b>186</b>
<b>Infrastructure <sup>(3)(6)</sup></b>	<b>Phase 3C <sup>(1)</sup></b>
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$ 2,000,000
Utilities (Water, Sewer, & Street Lighting) <sup>(8)</sup>	\$ 1,250,000
Roadway <sup>(4)</sup>	\$ 2,250,000
Entry Feature & Signage <sup>(7)</sup>	\$ 250,000
Contingency	\$ 750,000
<b>TOTAL</b>	<b>\$ 6,500,000</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. Any land acquisitions or improvements purchased by the District will be made at the lower of cost or fair market value.
2. Stormwater does not include grading associated with building pads for initial construction and in conjunction with home construction.
3. Includes Stormwater pond excavation. Does not include cost of transporting fill to, or use of fill on, privately owned land.
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 2019 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. Only undergrounding of wires on public right-of-way, utility easements and on District land will be financed by the District.

### Phasing References

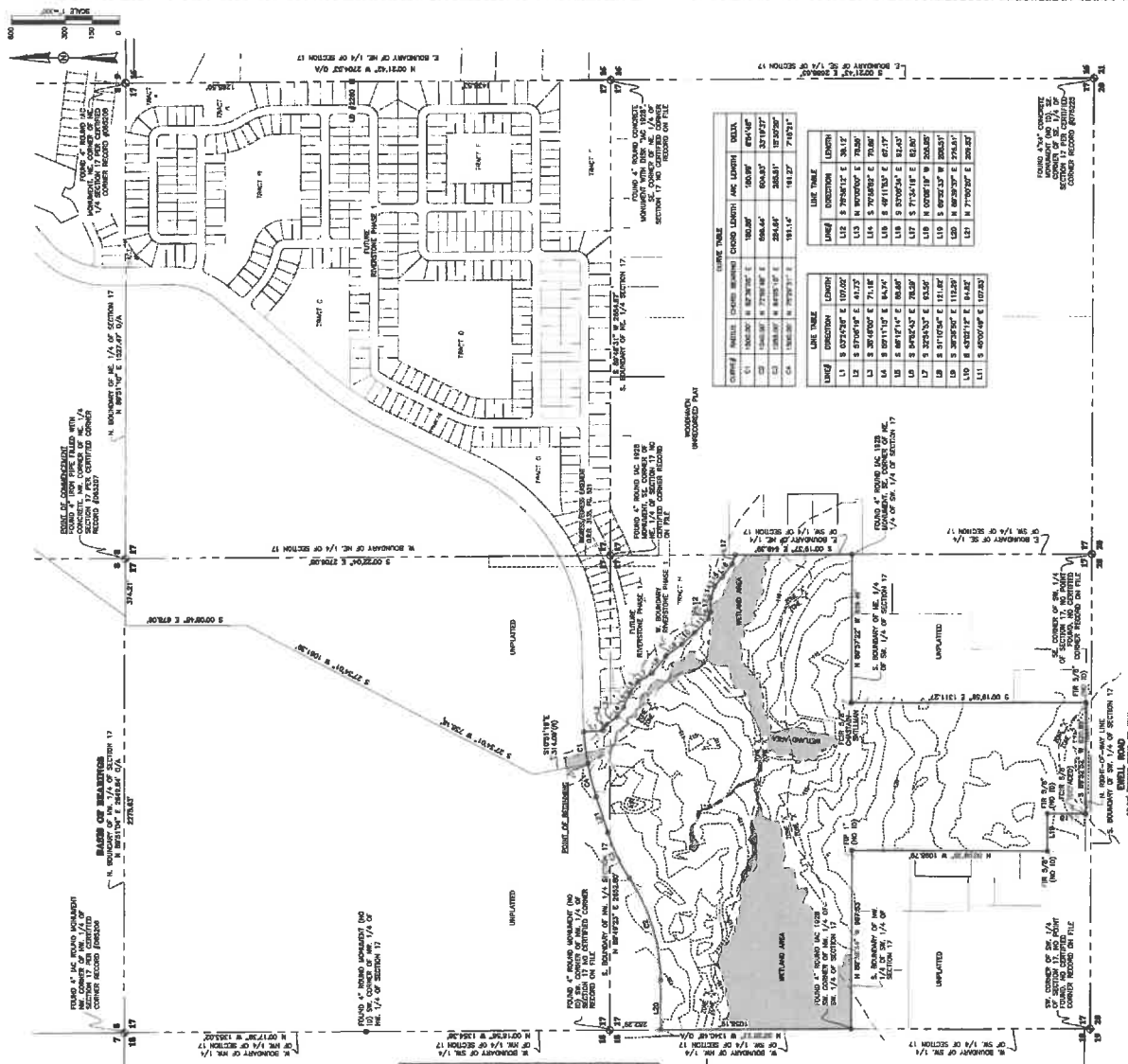
Hamilton Phasing Map	"Master" Phasing <sup>1</sup>	Supplemental Engineer's Reports (Sub-Phasing)	Bond Documents (Assessment Area References)
Towne Park Estates Phase 2A	Phase 2	<b>Phase 2A</b> <ul style="list-style-type: none"> <li>First Supplemental Engineer's Report Phase 2A &amp; 2B (Assessment Area 1), dated May 12, 2016</li> </ul>	<b>Towne Park Estates 2A</b> <ul style="list-style-type: none"> <li>Part of Assessment Area 1 per First Supplemental Trust Indenture (Series 2016) (also known as Assessment Area 2A per Fourth Supplemental Trust Indenture, Series 2019)</li> </ul>
Towne Park Estates Phase 2B		<b>Phase 2B</b> <ul style="list-style-type: none"> <li>First Supplemental Engineer's Report Phase 2A &amp; 2B (Assessment Area 1), dated May 12, 2016; and</li> <li>Second Supplemental Engineer's Report Phase 2B &amp; 3A (Assessment Area 2), dated February 2018</li> </ul>	<b>Towne Park Estates 2B</b> <ul style="list-style-type: none"> <li>Part of Assessment Area 1 per First Supplemental Trust Indenture (Series 2016)</li> <li>Part of Assessment Area 2B per Second Supplemental Trust Indenture (Series 2018)</li> </ul>
Riverstone Phase 1	Phase 3	<b>Phase 3A</b> <ul style="list-style-type: none"> <li>Second Supplemental Engineer's Report Phase 2B &amp; 3A (Assessment Area 2), dated February 2018</li> </ul> <b>Towne Park Estates South</b> <ul style="list-style-type: none"> <li>Map attached to Second Supplemental Engineer's Report Phase 2B &amp; 3A (Assessment Area 2), dated February 2018</li> </ul>	<b>Riverstone Phase 1</b> <ul style="list-style-type: none"> <li>Part of Assessment Area 3A per Third Supplemental Trust Indenture (Series 2018)</li> </ul>
Riverstone Phase 2		<b>Phase 3B</b> <ul style="list-style-type: none"> <li>Third Supplemental Engineer's Report Phase 3B (Assessment Area 3B), dated June 2019</li> </ul>	<b>Riverstone Phase 2</b> <ul style="list-style-type: none"> <li>Part of Assessment Area 3B per Fourth Supplemental Trust Indenture (Series 2019)</li> </ul>
Riverstone Phases 3 & 4		<b>Phase 3C</b> <ul style="list-style-type: none"> <li>Fourth Supplemental Engineer's Report Phase 3C (Assessment Area 3C), dated August 2019</li> </ul>	<b>Riverstone Phases 3 &amp; 4</b> <ul style="list-style-type: none"> <li>Part of Assessment Area 3C per Fifth Supplemental Trust Indenture (Series 2019)</li> </ul>
Riverstone Phases 5 & 6		TBD	TBD

<sup>1</sup> Per Preliminary Engineer's Report dated November 2014, as amended by that First Amendment to the Master engineer's Report, dated March 2018

## Surveyor's Notes: (AS APPLICABLE)

[illegible][illegible]

**LEGAL DESCRIPTION:**

[illegible]

**ELEVATIONS SHOWN HEREON ARE NAVD 1988**

Legend: (AS ABOVE)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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VICINITY MAP - NOT TO SCALE

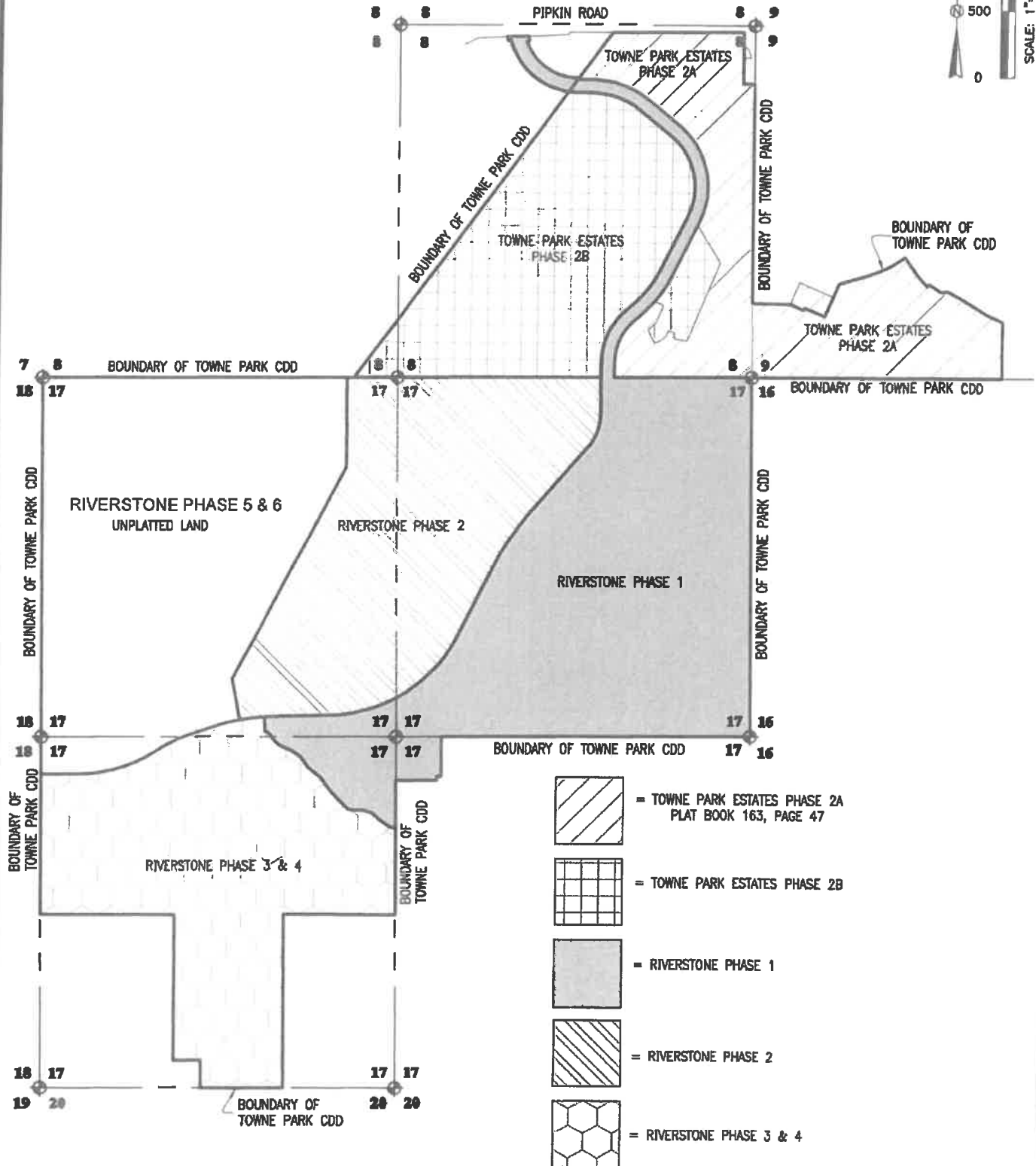
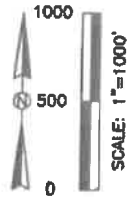
EXHIBIT 2






A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND PROCEED S 89° 51' 12" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 374.34 FEET; THENCE S 00° 08' 48" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.08 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 1061.39 FEET; THENCE S 27° 34' 01" W, A DISTANCE OF 738.18 FEET; THENCE S 10° 51' 19" E, A DISTANCE OF 314.09 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 82° 36' 05" E, A DISTANCE OF 180.88 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 180.99 FEET TO A POINT ON THE WEST BOUNDARY OF RIVERSTONE PHASE 1 AS RECORDED IN PLAT BOOK \_\_\_, PAGE \_\_\_ AS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE S 03° 24' 26" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 107.02 FEET; THENCE S 57° 06' 19" E, A DISTANCE OF 41.73 FEET; THENCE S 35° 46' 00" E, A DISTANCE OF 71.18 FEET; THENCE S 55° 11' 15" E, A DISTANCE OF 64.74 FEET; THENCE S 66° 12' 14" E, A DISTANCE OF 85.88 FEET; THENCE S 54° 52' 43" E, A DISTANCE OF 76.29 FEET; THENCE S 32° 54' 53" E, A DISTANCE OF 93.56 FEET; THENCE S 51° 10' 54" E, A DISTANCE OF 121.62 FEET; THENCE S 36° 38' 50" E, A DISTANCE OF 112.29 FEET; THENCE S 43° 02' 12" E, A DISTANCE OF 94.82 FEET; THENCE S 45° 00' 49" E, A DISTANCE OF 107.83 FEET; THENCE S 75° 58' 12" E, A DISTANCE OF 38.12 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 78.58 FEET; THENCE S 70° 58' 52" E, A DISTANCE OF 70.89 FEET; THENCE S 49° 11' 53" E, A DISTANCE OF 67.17 FEET; THENCE S 53° 08' 34" E, A DISTANCE OF 92.43 FEET; THENCE S 71° 34' 19" E, A DISTANCE OF 52.80 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S 00° 19' 37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 649.39 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 57' 22" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 829.49 FEET; THENCE S 00° 19' 59" E, LEAVING SAID SOUTH BOUNDARY, A DISTANCE OF 1311.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EWELL ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 1222, PAGE 260 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89° 52' 52" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 620.85 FEET; THENCE N 00° 08' 19" W, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 208.95 FEET; THENCE S 89° 52' 33" W, A DISTANCE OF 208.51 FEET; THENCE N 00° 09' 35" W, A DISTANCE OF 1098.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 54" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 997.83 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00° 20' 23" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1058.19 FEET; THENCE N 89° 39' 37" E, LEAVING SAID WEST BOUNDARY, A DISTANCE OF 276.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CHORD WHICH BEARS N 72° 59' 48" E, A DISTANCE OF 596.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 604.93 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET AND A CHORD WHICH BEARS N 64° 05' 10" E, A DISTANCE OF 284.64 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 285.51 FEET TO A POINT OF TANGENCY; THENCE N 71° 50' 20" E, A DISTANCE OF 209.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET AND A CHORD WHICH BEARS N 75° 29' 31" E, A DISTANCE OF 191.14 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 191.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 93.69 ACRES, MORE OR LESS

# EXHIBIT



-  = TOWNE PARK ESTATES PHASE 2A  
PLAT BOOK 163, PAGE 47
-  = TOWNE PARK ESTATES PHASE 2B
-  = RIVERSTONE PHASE 1
-  = RIVERSTONE PHASE 2
-  = RIVERSTONE PHASE 3 & 4



**HAMILTON**  
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET  
TAMPA, FLORIDA 33609

LB#7013

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

TOWNE PARK CDD  
CITY OF LAKELAND, POLK COUNTY, FLORIDA

SEC TWP RGE  
8/9/17-29-23

JOB NUMBER  
03550.0002

SCALE  
AS SHOWN

DATE  
05/22/2018

SHEET  
1/1

**Towne Park  
Community Development District**

**Resolution 2020-01**

*(provided under separate cover)*

**Towne Park  
Community Development District**

**Resolution 2020-02**

*(provided under separate cover)*

**Towne Park  
Community Development District**

**Resolution 2020-03**

*(provided under separate cover)*



**Towne Park  
Community Development District**

**Temporary Construction and Access Easement  
Agreement**

Prepared By and Return To

Roy Van Wyk, Esq.  
Hopping Green & Sams  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND  
ACCESS EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this 10<sup>th</sup> day of October, 2019, by and between **EWELL INVESTMENT, LLC**, a Florida limited liability company, whose mailing address is 2300 N. Scenic Highway, Lake Wales, Florida 33898 (“**Grantor**”) in favor of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of that certain parcel of real property located in Polk County, Florida, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

**WHEREAS**, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities, and other such improvements as authorized by law, (collectively, the “**Improvements**”); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i) and (ii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party’s breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest

extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

**[SIGNATURES CONTAINED ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**“GRANTOR”**

Signed, sealed and delivered  
in the presence of:

**EWELL INVESTMENT, LLC**,  
a Florida limited liability company

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

\_\_\_\_\_  
John D. Alexander, Manager

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

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by John D. Alexander, as an authorized representative of **EWELL INVESTMENT, LLC**, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

**“GRANTEE”**

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit  
of special-purpose government established  
pursuant to Chapter 190, *Florida Statutes*

Signed, sealed and delivered  
in the presence of:

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

By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

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

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.:\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

**EXHIBIT A**

*[MKR emailed Wertz on 9/24/19 re legal description]*



**Towne Park  
Community Development District**

**Construction Funding Agreement**

**CONSTRUCTION FUNDING AGREEMENT BETWEEN  
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AND  
EWELL INVESTMENT, LLC (RIVERSTONE PHASES 3 AND 4)**

**THIS AGREEMENT** ("Agreement") is made and entered into this 10<sup>th</sup> day of October 2019, by and between:

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in City of Lakeland, Florida (hereinafter "District"), and

**EWELL INVESTMENT, LLC**, a Florida limited liability company, with a mailing address of 2300 N. Scenic Highway, Lake Wales, Florida 33898, and the owner of certain undeveloped lands within the District (hereinafter "Developer").

**RECITALS**

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

**WHEREAS**, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Riverstone Phases 3 and 4 (hereinafter the "Development") upon which the District's improvements have been or will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in **Composite Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the "Improvements"); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Composite Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

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

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

**2. FUNDING.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

**3. REPAYMENT.** The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

**4. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AGREEMENT.** This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

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

**8. AUTHORIZATION.** 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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

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

**A. If to 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 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Developer:** Ewell Investment, LLC  
2300 N. Scenic Highway  
Lake Wales, Florida 33898  
Attn: John D. Alexander

**With a copy to:** Straughn & Turner P.A.  
255 Magnolia Avenue, S.W.  
Winter Haven, Florida 33883  
Attn: Richard Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address 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 party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and

conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

*[Signatures on next page]*

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

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors

WITNESS:

**EWELL INVESTMENT, LLC**

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

\_\_\_\_\_  
John D. Alexander, Manager

**Comp. Exhibit A:**    *Master Engineer's Report*, dated November 2014, as amended by the  
                                 *Fourth Supplemental Engineer's Report Phase 3C* (Assessment Area 3C),  
                                 dated September 2019

**Towne Park  
Community Development District**

**Stewart & Associates Proposal/Agreement for  
Sodding and Irrigation Installation Services and  
Materials**



# Estimate

PO Box 116  
Lutz, Florida 33548

Date	Estimate #
9/27/2019	1049

Name / Address
Twon Park II CDD Riverstone

P.O. No.

Description	Qty	Cost	Total
Sodding and irrigation along the easement on the East side of the roadway			
St. Augustine sod - sf	5,550	0.52	2,886.00
Bahia sod - sf	110,000	0.34	37,400.00
Irrigation for the Clubhouse and monument areas - ls	1	9,960.00	9,960.00
SUBTOTAL \$50,246.00			
Optional irrigation for the balance of the bahia sod areas - ls	1	42,630.00	42,630.00
ROUGH GRADING OF SOD AREAS TO BE BY OTHERS (within +/- 0.1' of final grade). We will fine grade and cut edges to make sod blend with existing grade.			
Approved by: _____ Title: _____		<b>Total</b>	\$92,876.00



**Towne Park  
Community Development District**

**Agreement between the District and VGlobalTech  
for Website Audit Services**

**AGREEMENT BETWEEN THE TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A  
VGLOBALETECH, FOR WEBSITE MAINTENANCE SERVICES**

**THIS AGREEMENT** (this "Agreement") is entered into as of this 10th day of October, 2019, by and between:

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**District**"), and

**NEWAGETUTORS LLC, D/B/A VGLOBALETECH**, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

**RECITALS**

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

**WHEREAS**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

**WHEREAS**, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**") based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.0 and 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"), and to remediate or otherwise convert the Website and to routinely audit the same to ensure continued compliance with the WCAG, and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

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

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

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

**Section 2. SCOPE OF WORK.** Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**. Specifically, Services include the following:

**A. MAINTENANCE.** Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i.** perform quarterly technological and human audits (four times per year) per the Florida Insurance Alliance guidelines, which may be amended or updated from time to time, and provide full audit reports of compliance status, including recommended actions to remedy the findings, if any. Performance of audits shall be conducted by Contractor and its subcontractor, as may be necessary;
- ii.** remediate any insufficiencies found as a result of technological and human audits, including but not limited to performing full compliance checks, automated testing, screen magnifier and reader testing;
- iii.** provide Contractor's ADA compliance shield(s), such as the Digital Asset Technical Compliance Seal and the Human Audit Seal, which shall renew on a quarterly basis, for display and use on the Website;
- iv.** ensure that the Website and any new content uploaded to the Website is compliant with WCAG and other federally recommended guidelines; and
- v.** provide all Services described in **Exhibit A** and any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**.

The District and Contractor understand and acknowledge that the Services are in addition to Contractor's previously provided remediation services, which included the conversion of the Website into an ADA compliant format in accordance with WCAG and other federally recommended guidelines, as may be amended from time to time, and continued provision of website accessibility policy demonstrating commitment to accessibility for persons with disabilities. Furthermore, the District and Contractor understand and agree that maintenance services provided in this Section are in addition to any other maintenance service obligations Contractor may have, either directly with the District or with PFM Group Consulting LLC, including but not limited to providing assistive support via regularly corresponding with the District staff regarding remediation of existing or new documents, providing updates to the Website, remediating new documents identified by the District to accessible formats for assistive technologies, including but not limited to new agenda materials, and providing recommendations of remedial actions, as needed.

**B. ADDITIONAL SERVICES.** In the event the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing additional technological and human audit(s) of the Website;
- ii. providing a point of contact to respond to public's requests for Website accommodation;
- iii. converting documents for public records requests received by the District;
- iv. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

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

**Section 3. COMPENSATION.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. **MAINTENANCE.** For Contractor's performance of the Services, the District shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year, payable in quarterly installments of Three Hundred Dollars (\$300.00) after each quarterly audit event has been completed.

B. **INVOICES; PAYMENT.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

**Section 4. TERM AND TERMINATION.**

A. **TERM.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. **TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

**Section 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**Section 6. INTELLECTUAL PROPERTY.**

**A. CONTRACTOR MATERIALS.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to

identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

**C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY.** Pursuant to this Agreement, the Contractor shall provide the District with applicable Compliance Shield(s) and customized accessibility policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the compliance shield(s) for any purpose not specifically authorized by this Agreement, and in no event may use such compliance shields for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**Section 7. PUBLIC RECORDS.** Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Victoria Martinez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.**

**Section 8. INDEMNITY.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2 of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

**C.** In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8

**Section 9. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**Section 10. GENERAL PROVISIONS.**

**A. CONFLICTS.** The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

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

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

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**D. DISPUTE RESOLUTION.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**E. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Hillsborough, Florida. This choice of venue is intended by the parties



to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

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

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

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

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

**If to Contractor:** NewAgeTutors LLC  
d/b/a VGlobalTech  
636 Fanning Drive  
Winter Springs, Florida 32708  
Attn: Vaibhav V. Joshi

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

**With a copy to:** Hopping Green & Sams PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

Attn: District Counsel

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

**J. ENTIRE AGREEMENT.** This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

**K. 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.

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

**M. AMENDMENTS.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**N. FORCE MAJEURE.** If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**O. SURVIVAL.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

**P. WAIVER.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's

right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

**Q. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**R. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**S. DESCRIPTIVE HEADINGS.** 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.

*[Signatures on next page]*

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

**ATTEST:**

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**WITNESS:**

**NEWAGETUTORS LLC, D/B/A  
VGLOALTECH**, a Florida limited  
liability company

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

\_\_\_\_\_  
By: Vaibhav V. Joshi, Owner

**Exhibit A:**    Proposal for Services

## Exhibit A

### Proposal for Service



BBB Rating: A+

[Click for Profile](#)

## Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

**Goal:** Ensure full compliance for people with disabilities as per:



**Nondiscrimination  
requirements of  
Title II of  
the American  
Disabilities Act  
(ADA)**



**WCAG (Web  
Content  
Accessibility  
Guidelines)**



**Section 508  
Stipulations**



**Florida  
Insurance  
Alliance / eGIS  
Risk Advisors  
Guidelines**

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

VGlobalTech.com ~ Experience Innovation

Page 1 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: [contact@VGlobalTech.com](mailto:contact@VGlobalTech.com)

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

### Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

## Your website gets 2 Compliance Seals VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

**Working together with your company we wish to add social value to the community we live in!**

---

**COPYRIGHT ©: This proposal is solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. Any violations shall be prosecuted.**

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## 1.0 The Law

**Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:**  
[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

## 2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>



### 3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide **not one but two** compliance seals for all our customers. Details of the compliance seals are below.

### 3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), Section 508 of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

### 3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

#### 4.0 Compliance Process Flow:



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Page 7 of 11

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Call: 321-947-7777 | Email: [contact@VGlobalTech.com](mailto:contact@VGlobalTech.com)

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

## Option 1 (recommended):

**Quarterly Technical & Human Audits:**

**\$1200 / Four Audits**

- ✓ Covers all technical AND human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

**Towne Park  
Community Development District**

**Payment Authorization Nos. 118 – 119**

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #118**

9/10/2019

Item No.	Payee	Invoice Number	General Fund
1	<b>Business Observer</b> Legal Advertisement 8/30/19	19-01593K	\$ 50.31
2	<b>Floralawn</b> September 2019 Landcare Maintenance	86433	\$ 2,839.00
3	<b>Grunit Pool Contractors</b> September 2019 Pool Maintenance	1258	\$ 1,350.00
4	<b>Hopping Green &amp; Sams</b> General Counsel through 7/31/19	109431	\$ 6,105.03
5	<b>The Lake Doctors</b> Billing Date 09.04.2019 - 3606 Peregrine Way #W/I Billing Date 09.04.2019 - 5107 White Egret Ln #W/I Billing Date 09.04.2019 - 3883 White IBIS Rd #Rec	3555225-2019.9 3555224-2019.9 3568145-2019.9	\$ 84.49 \$ \$ 878.33
6	<b>PFM Group Consulting, LLC</b> ADA Website Compliance Fee	OE-EXP-00360	\$ 500.00
7	<b>Spectrum Business</b> Business Internet 8/24-9/23/19	77420101082519	\$ 74.98
<b>TOTAL</b>			<b>\$ 11,882.14</b>



---

Chairperson

# Business Observer

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

## INVOICE

Legal Advertising

Invoice # 19-01593K

Date 08/30/2019

Attn: Sonali Patil; Towne Park Community Development District  
PFM Group Consulting LLC  
12051 CORPORATE BLVD.  
ORLANDO FL 32817

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

### Description

### Amount

Serial # 19-01593K

\$50.31

### Notice of Board of Supervisors' Meeting

RE: Towne Park Community Development District Board of Supervisors'  
Meeting on September 12, 2019 at 11:00 am  
Published: 8/30/2019

### Important Message

Paid

()

Total

\$50.31

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

ENTERED SEP 1 2019

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

### NOTICE

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

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236

941-906-9386 x322

## INVOICE

### Legal Advertising

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

The Board of Supervisors of the Towne Park Community Development District ("Board") will hold a meeting on Thursday, September 12, 2019 at 11:00 a.m. at the offices of Highland Homes located at 3020 S. Florida Ave. Suite 101, Lakeland, Florida 33803. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued in progress without additional notice to a time, date and location stated on the record.

A copy of the agenda for the meeting may be obtained at the offices of the District Manager, PFM Group Consulting LLC, located at 12051 Corporate Blvd., Orlando 32817, (407) 723-5900, 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) 723-5900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-945-8770, for aid in contacting the District Office.

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

Jane Gaarlandt  
District Manager  
August 30, 2019

19-01593K

**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.





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

## Invoice

Date	Invoice #
9/1/2019	86433

BILL TO
Towne Park CDD 12051 Corporate Blvd Orlando, FL 32817

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn maintenance 3020 S Florida Ave - Lakeland, FL	2,275.00	2,275.00
1	33803 includes addendum 8/7/2019		
1	Insecter pest control	75.00	75.00
1	Lawn fertilization program for St. Augustine Sod	135.00	135.00
1	Shrub fertilization program	34.00	34.00
1	Monthly irrigation system checks	120.00	120.00
1	Mailbox area ant. treatments - added additional sq ft for ant. treatment	200.00	200.00
	Billing For September 2019		
ENTERED SEP 11 2019			
Thank you for your business.		Total	\$2,839.00
		Balance Due	\$2,839.00

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



## Grunit Pool Contractors

Service  
4855 Distribution Ct  
Unit 2

888-390-0194 info@grunit.com  
www.grunit.com

## Invoice

Date	Invoice #
9/1/2019	1258

<b>Bill To</b>
Town Park Estates CDD Amy Champagne

<b>Service To</b>
Town Park Estates II

Terms	Project
Due on receipt	

Quantity	Description	Price Each	Amount
1	Pool Service & Maintenance	1,350.00	1,350.00
ENTERED SEP 10 2019			
Make all checks payable to Grunit Pool Service. Invoices due in 30 days. Overdue accounts subject to a service charge of 2% per month.		<b>Subtotal</b>	\$1,350.00
		<b>Sales Tax (6.5%)</b>	\$0.00
		<b>Total</b>	<b>\$1,350.00</b>

# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

August 22, 2019

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

Bill Number 109431  
Billed through 07/31/2019

**General Counsel/Monthly Meeting**  
**TPKCDD 00001 RVW**

ENTERED SEP 10 2019

### FOR PROFESSIONAL SERVICES RENDERED

07/01/19	RVW	Review documents for agenda.	0.80 hrs
07/01/19	AHJ	Finalize budget assessment and budget appropriation resolutions; transmit same to Patil.	0.80 hrs
07/02/19	RVW	Confer with Patil regarding notice and publication requirements.	0.40 hrs
07/02/19	AHJ	Prepare agenda items; transmit same to Patil.	0.80 hrs
07/03/19	MKR	Prepare resolution levying debt assessments to annexed lots.	1.30 hrs
07/03/19	RVW	Review draft agenda items; revise same; confer with staff.	0.70 hrs
07/03/19	AHJ	Finalize notice of request for proposals and procurement timeline; transmit same to Gaarlandt; prepare updates to development status chart.	1.10 hrs
07/08/19	MKR	Finalize debt assessment resolution for annexed parcels; prepare for board meeting.	4.20 hrs
07/09/19	MKR	Review updated agenda.	0.10 hrs
07/10/19	MKR	Review updated budget for hearing; review request for clarification regarding amenity access cards.	0.20 hrs
07/11/19	RVW	Prepare for and attend board meeting.	3.80 hrs
07/11/19	MKR	Research outstanding district business.	0.10 hrs
07/16/19	RVW	Confer with Patil; review notice.	0.40 hrs
07/18/19	RVW	Review correspondence from chairman and signed documents; attend conference call with finance group.	3.70 hrs
07/22/19	MKR	Research outstanding district business.	0.20 hrs
07/23/19	MKR	Review inquiry regarding changes to amenity policies and provide comments.	0.20 hrs
07/23/19	AHJ	Confer with Patil regarding published 170.08 notice of hearing on special	0.50 hrs

=====

assessments and amenity policies; prepare revisions to amenity policies.

07/24/19	AHJ	Prepare revisions to amenities policies.	1.10 hrs
07/29/19	AHJ	Prepare supplemental assessment resolution; confer with Gaarlandt regarding executed agenda items.	1.20 hrs
07/30/19	MKR	Review revised amenity policies; finalize same.	0.50 hrs
07/31/19	MCE	Research new law regarding new definition of "home address" and property appraiser objections to confidential information in assessment rolls; prepare memorandum to district manager regarding same.	0.10 hrs
07/31/19	AHJ	Prepare supplemental assessment resolution.	1.30 hrs
Total fees for this matter			\$5,859.50

**DISBURSEMENTS**

Document Reproduction	64.75
Travel	165.30
Travel - Meals	15.48
Total disbursements for this matter	\$245.53

**MATTER SUMMARY**

Jaskolski, Amy H. - Paralegal	6.80 hrs	145 /hr	\$986.00
Eckert, Michael C.	0.10 hrs	335 /hr	\$33.50
Rigoni, Michelle K.	6.80 hrs	265 /hr	\$1,802.00
Van Wyk, Roy	9.80 hrs	310 /hr	\$3,038.00

TOTAL FEES	\$5,859.50
TOTAL DISBURSEMENTS	\$245.53

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$6,105.03</b>
--------------------------------------	-------------------

**BILLING SUMMARY**

Jaskolski, Amy H. - Paralegal	6.80 hrs	145 /hr	\$986.00
Eckert, Michael C.	0.10 hrs	335 /hr	\$33.50
Rigoni, Michelle K.	6.80 hrs	265 /hr	\$1,802.00
Van Wyk, Roy	9.80 hrs	310 /hr	\$3,038.00

TOTAL FEES	\$5,859.50
TOTAL DISBURSEMENTS	\$245.53

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$6,105.03</b>
------------------------------------	-------------------

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



**The Lake Doctors, Inc.**  
Aquatic Management Services

3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

# INVOICE

Invoice #	456661
Account #	725596
Invoice Date	9/1/2019
Due Date	9/11/2019
Rep	KPL

<b>Bill To</b>
TOWNE PARK CDD HIGHLAND COMMUNITY MANAGEMENT 12051 CORPORATE BLVD ORLANDO, FLORIDA 32817

Invoice Questions: <a href="mailto:Lakes@lakedoctors.com">Lakes@lakedoctors.com</a> Payment Questions: <a href="mailto:Payments@lakedoctors.com">Payments@lakedoctors.com</a>
--

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 10 DAYS	
Item	Description		Amount
	Monthly Water Management Service		685.00
ENTERED SEP 10 2019			
Customer Total Balance			\$685.00
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!			Total Invoice
			\$685.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

<b>Bill To</b>
TOWNE PARK CDD HIGHLAND COMMUNITY MANAGEMENT 12051 CORPORATE BLVD ORLANDO, FLORIDA 32817

Amount Enclosed

Invoice #	456661
Account #	725596
Date	9/1/2019

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

**The Lake Doctors, Inc.**  
3543 State Road 419  
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW	
Card # _____	Mastercard _____ Visa _____ American Express _____
Card Verification # _____	
Exp. Date # _____	
Print Name _____	
Billing Address: _____	Check box if same as above <input type="checkbox"/>
Signature _____	



Retain This Portion For Your Records

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

## ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	09/04/2019
Account Number :	3555224
Total Amount Due :	\$ -456.38
Payment Due Date :	DO NOT PAY
Payments/Credits/Returns since Last Bill :	\$ -4.68
Previous Balance was a Credit :	\$ -551.20

## ACCOUNT DETAIL

	Itemized Charges	Total Charges
<b>Water Irrigation</b>		
Irrigation Commercial Inside Monthly Base Charge.....	\$ 26.19	
Water-1000 gal - 13 @ 2.61.....	\$ 33.93	
Water-1000 gal - 8 @ 3.26.....	\$ 26.08	
Inside the City Utility Tax.....	\$ 8.62	
<b>Current Water Irrigation Charges.....</b>		<b>94.82</b>
<b>TOTAL CURRENT CHARGES</b>		<b>\$ 94.82</b>
<b>TOTAL BALANCE REMAINING IS A CREDIT</b>		<b>\$ -456.38</b>

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

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

LX2019090416254600.xml-298-000003947

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.



000150 000003947



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



2

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

## PAYMENT SECTION

Account Number :	3555224
Total Amt Due / DO NOT PAY	\$ -456.38

**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 0000000000000000 000000035552249 0 0000000000000000 000000035552249



Retain This Portion For Your Records

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

## ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	09/04/2019
Account Number :	3555225
Total Amount Due :	\$ 84.49
Payment Due Date :	10/02/2019
Payments/Credits/Returns since Last Bill :	\$ -60.82
Previous Balance was a Credit :	\$ -6.74

## ACCOUNT DETAIL

	Itemized Charges	Total Charges
<b>Water Irrigation</b>		
Irrigation Commercial Inside Monthly Base Charge.....	\$ 26.19	
Water-1000 gal - 13 @ 2.61.....	\$ 33.93	
Water-1000 gal - 7 @ 3.26.....	\$ 22.82	
Inside the City Utility Tax.....	\$ 8.29	
<b>Current Water Irrigation Charges.....</b>		<b>91.23</b>
<b>TOTAL CURRENT CHARGES</b>		<b>\$ 91.23</b>
<b>TOTAL AMOUNT SUBJECT TO PENALTY AFTER 10/02/2019</b>		<b>\$ 84.49</b>

ENTERED SEP 10 2019

**www.lakelandelectric.com**

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

LX2019090419254600.xml-301-000003947

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.



000151 000003947



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



2

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

## PAYMENT SECTION

Account Number :	3555225
Total Amt Due 10/02/2019	\$ 84.49
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 000000000008449 000000035552256 0 000000000008449 000000035552256



Retain This Portion For Your Records

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

## ACCOUNT SUMMARY

Page 1 of 2

Billing Date :	09/04/2019
Account Number :	3568145
Total Amount Due :	\$ 878.33
Payment Due Date :	10/02/2019
Payments/Credits/Returns since Last Bill :	\$ -824.89
Previous Balance was a Credit :	\$ -6.94

## ACCOUNT DETAIL

	Itemized Charges	Total Charges
<b>Electric Service</b>		
General Service Customer Charge.....	\$ 13.00	
Electric 6972 KWH @ 0.05015.....	\$ 349.65	
Environmental Charge 6972 KWH @ 0.0021099.....	\$ 14.71	
Fuel Charge 6972 KWH @ 0.0365.....	\$ 254.48	
Florida Gross Receipts Tax.....	\$ 16.20	
Florida Regulatory Commission Surcharge.....	\$ 0.10	
Florida Sales Tax.....	\$ 45.05	
Polk County Sales Surtax.....	\$ 6.48	
Inside the City Utility Tax.....	\$ 40.60	
Current Electric Service Charges.....		740.27
<b>Water Service</b>		
Water Commercial Inside Monthly Base Charge.....	\$ 26.19	
Water-1000 gal - 3 @ 2.44.....	\$ 7.32	
Inside the City Utility Tax.....	\$ 3.35	
Current Water Service Charges.....		36.86
<b>Other Services</b>		
Solid Waste Commercial.....	\$ 17.05	
Wastewater Service.....	\$ 62.57	
Stormwater Service.....	\$ 28.52	
Other Services and Account Charges.....		108.14

ENTERED SEP 11 2019

Continued on next page...

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

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

LX2019090419254600.xml-303-000003947

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.



000152 000003947



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



2

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

## PAYMENT SECTION

Account Number :	3568145
Total Amt Due 10/02/2019	\$ 878.33
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 000000000087833 000000035681451 0 000000000087833 000000035681451





Date	Invoice Number
August 26, 2019	OE-EXP-00360
Payment Terms	Due Date
Upon Receipt	August 26, 2019

**Bill To:**

Towne Park CDD  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

**Company Address:**

1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215) 567-6100  
  
Federal Tax ID: 81-1642478

**Remittance Options:****Via ACH (preferred):**

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account #: 9865883822

**Via Wire:**

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account #: 9865883822

**Via Mail:**

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

**RE:** ADA Website Compliance Fee

**Total Amount Due**

**\$500.00**

ENTERED SEP 10 2019

RECEIVED AUG 26 2019



August 25, 2019  
Invoice Number: 077420101082519  
Account Number: 0050774201-01  
Security Code: 5038  
Service At: 3883 WHITE IBIS RD  
LAKELAND, FL 33803

## SPECTRUM BUSINESS NEWS

**Contact Us**  
Visit us at [Spectrumbusiness.net](http://Spectrumbusiness.net)  
Or, call us at 1-877-824-6249

### Summary Services from 08/21/19 through 09/23/19 details on following pages

Previous Balance	74.98
Payments Received - Thank You	-74.98
<b>Remaining Balance</b>	<b>\$0.00</b>
Spectrum Business™ Internet	74.98
Current Charges	\$74.98
<b>Total Due by 09/10/19</b>	<b>\$74.98</b>

ENTERED SEP 10 2019

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



4145 S. Falkenburg Rd Riverview, FL 33578-8652  
7635 1610 NO RP 25 08252019 NNNNNY 01 001623 0005

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

August 25, 2019

**TOWNE PARK II CDD**

Invoice Number: 077420101082519  
Account Number: 0050774201-01  
Service At: 3883 WHITE IBIS RD  
LAKELAND, FL 33803

<b>Total Due by 09/10/19</b>	<b>\$74.98</b>
Amount you are enclosing	\$



**Please Remit Payment To:**  
BRIGHT HOUSE NETWORKS  
PO BOX 790450  
SAINT LOUIS, MO 63179-0450



0001100100507742010169007498

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #119**

9/16/2019

Item No.	Payee	Invoice Number	General Fund
<b>1</b>	<b>Board of Supervisors Meeting</b>		
	August 8, 2019 Meeting - Scott Shapiro	-	\$ 200.00
	August 8, 2019 Meeting - Brian Walsh	-	\$ 200.00
	August 8, 2019 Meeting - Joel Adams	-	\$ 200.00
	August 8, 2019 Meeting - Jeffrey Shenefield	-	\$ 200.00
	September 12, 2019 Meeting - Rennie Heath	-	\$ 200.00
	September 12, 2019 Meeting - Scott Shapiro	-	\$ 200.00
	September 12, 2019 Meeting - Brian Walsh	-	\$ 200.00
	September 12, 2019 Meeting - Jeffrey Shenefield	-	\$ 200.00
<b>TOTAL</b>			<b>\$ 1,600.00</b>

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Chairperson

## Towne Park Community Development District

Date of Meeting: August 8, 2019

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

Approved For Payment:

  
Manager

9/12/19  
Date

## Towne Park Community Development District

Date of Meeting: September 12, 2019

**Board Members:**

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

**Approved For Payment:**

  
Manager

9/13/19  
Date

**Towne Park  
Community Development District**

**Monthly Financials**

*(provided under separate cover)*