

Towne Park Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407.723.5900

www.towneparkcdd.com

The following is the proposed agenda for the Board of Supervisors' Meeting for the Towne Park Community Development District, scheduled to be held **Thursday, December 12, 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 November 12, 2019 Board of Supervisors Meeting

Business Matters

- 2. Consideration of Resolution 2020-08, Ratifying the Sale of Assessment Area 3C, Series 2019 Bonds**
- 3. Consideration of Amended and Restated Disclosure of Public Financing** *(provided under separate cover)*
- 4. Consideration of Notice of Imposition of Special Assessments Series 2019 Bonds, Assessment Area 3C**
- 5. Consideration of Agreement between the District and Fuqua Janitorial Services**
- 6. Consideration of Agreement between the District and FloraLawn**
- 7. Ratification of Payment Authorization No. 126 – 128**
- 8. Consideration of Monthly Financials** *(provided under separate cover)*

Other Business

Staff Reports

District Counsel
District Engineer
District Manager

Supervisor Requests and Audience Comments

Adjournment



**Towne Park
Community Development District**

Minutes

MINUTES OF MEETING

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Thursday, November 14, 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
Jeffery Shenefield	Board Member
Joel Adams	Board Member

Also Present:

Ray Van Wyk	Hopping Green & Sams, P.A.
Jane Gaarlandt	PFM
Keven Plenzler	PFM (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 October 10, 2019 Board of Supervisors' Meeting

The Board reviewed the minutes of the October 10, 2019 Board of Supervisors' Meeting.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board approved the Minutes of the October 10, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Matters Relative to Phase 3 C, Series 2019 Bonds

Public Hearing on the Imposition of Special Assessments

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2020-04, Levying Debt Special Assessment**

Ms. Gaarlandt explained that the District noticed a public hearing on the imposition of special assessments. Both mailed and published notices were provided as required by Statute.

ON MOTION by Mr. Walsh, seconded by Mr. Adams, with all in favor, the Board opened the public hearing.

No members of the public were present.

ON MOTION by Mr. Walsh, seconded by Mr. Adams, with all in favor, the Board closed the public hearing.

M. Van Wyk noted that these Special Assessments are a result of the increased costs for Riverstone Phases 3 and 4 also known as Assessment Area 3C. Mr. Van Wyk asked the District Engineer if there have been any changes to her Engineer's Report. Ms. Wertz said no. Mr. Van Wyk asked if it is still her opinion that the cost for this project as set forth in her report are reasonable. Ms. Wertz responded yes. Mr. Van Wyk asked if there is any reason the District could not construct the improvements as outlined in the report. Ms. Wertz replied no.

Mr. Plenzler explained that there have been no changes to the Master Assessment Methodology since the last Board meeting. Mr. Van Wyk asked if it still his opinion that the benefit received by the parcels is at least equal to or greater than the burden placed on the parcels by the assessments. Mr. Plenzler said yes. Mr. Van Wyk asked if it is his opinion that the assessments are fairly and reasonably apportioned across the product types within the assessment area. Mr. Plenzler responded yes.

Mr. Van Wyk presented Resolution 2020-04 to the Board and explained the specific findings and benefits being made with respect to the Engineer's report stating the necessity of the improvements; findings being made with respect to the apportionment; findings being made with respect to all the procedures taken to impose the special assessments including the District Manager's confirmation that notices have been sent by both mail and publication; authorizing the District project to move forward; adopting a preliminary assessment roll and providing for the method by which the special assessments will be collected.

ON MOTION by Mr. Walsh, seconded by Mr. Adams, with all in favor, the Board approved Resolution 2020-04, Levying Debt Special Assessment.

Consideration of Resolution 2020-05, Supplemental Assessment Resolution

Ms. Van Wyk noted that this resolution is specific to the bonds being issued and asked Mr. Plenzler to review the amount for the tables on the Supplemental Assessment Methodology. Mr. Plenzler noted that the latest Supplemental Assessment methodology dated November 13, 2019 includes the final pricing of the bonds. Table 1 shows the 186 lots; Table 2 is consistent with the Engineer's report showing that there are \$6.2 million in capital improvement cost as provided by the District Engineer; Table 3 shows the bond requirements showing that the district will fund \$4,546,785 of phase 3C capital improvements via bond issuance totaling \$5,250,000. Table 4 outlines the bond par annual assessments associated with the District Phase 3C based on these bond amounts. The per lot assessment is \$28,226 and the net annual assessment is \$1,732. The bond debt service assessments have been analyzed on both an acreage and per lot basis and found to be reasonably and equitably allocated and there is still a benefit received by each of the District's property owners in excess of the cost of the related assessments.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2020-05, Supplemental Assessment Resolution.

Consideration of Supplemental Assessment Methodology Report, Dated November 2019

Mr. Van Wyk requested a motion to approve the Supplemental Assessment Methodology dated November 13, 2019.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board approved the Supplemental Assessment Methodology Report, Dated November 13, 2019

Consideration of Developer Agreement

- a) True-Up Agreement**
- b) Acquisition Agreement**
- c) Collateral Assignment**
- d) Completion Agreement**

Ms. Gaarlandt presented the Developer Agreements. Mr. Van Wyk requested approval from the Board in substantial form of the agreements as outlined.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board adopted the Developer Agreement in substantial form to be executed with the Developer and the District per instructions via Counsel and Staff.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-06,
Adopting a Fiscal Year 2018/2019
Amended Budget**

Ms. Gaarlandt explained that the Board did not exceed the overall budget but some of the line items have changed by more than 10%. The amended budget would adjust the budgeted line items to account for the change.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board approved Resolution 2020-06, Adopting a Fiscal Year 2018/2019 Amended Budget.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2020-07,
Resetting the Public Hearing Date on
the Adoption of the Amended and
Restated Rules of Procedure**

Ms. Gaarlandt presented Resolution 2020-07.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board approved Resolution 2020-07, Resetting the Public Hearing Date to January 9, 2020 at 11:00 a.m. on the Adoption of the Amended and Restated Rules of Procedure.

SEVENTH ORDER OF BUSINESS

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

Ms. Gaarlandt noted that at the last meeting District staff had reached out to get additional services and this is the actual proposal. The District's standard agreement will be presented later for the Board's consideration.

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

EIGHTH ORDER OF BUSINESS

**Consideration of Landscape
Addendum from FloraLawn**

Ms. Gaarlandt presented the Landscape Addendum from FloraLawn.

ON MOTION by Mr. Adams, seconded by Mr. Shenefield, with all in favor, the Board adopted the Landscape Addendum from FloraLawn subject to preparation of agreement by District Counsel.

NINTH ORDER OF BUSINESS

**Ratification of Construction Funding
Agreement**

Ms. Gaarlandt explained that the signing entity was changed from the previous version the Board was looking at. Mr. Van Wyk noted that there was a change in the Developer ownership.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board ratified the Construction Funding Agreement.

TENTH ORDER OF BUSINESS**Ratification of Temporary
Construction and Access Easement
Agreement**

Mr. Van Wyk noted that this was the same change with respect to the ownership name to reflect the sale of the property and reflected the grantor's name.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board ratified the Temporary Construction and Access Easement Agreement.

ELEVENTH ORDER OF BUSINESS**Ratification of Conveyance
Documents-Tabled****TWELFTH ORDER OF BUSINESS****Ratification of Payment
Authorizations No. 120 - 125**

The Board reviewed Payment Authorizations Nos. 120 – 125.

ON MOTION by Mr. Adams, seconded by Mr. Walsh, with all in favor, the Board ratified Payment Authorizations Nos. 120 – 125.

THIRTEENTH ORDER OF BUSINESS**Review of Monthly Financials**

The Board reviewed the monthly financials through October 31, 2019. District accountants are still in the process of closing out the fiscal year and it might take until the end of November before final close out occurs. There was no action required by the Board.

FOURTEENTH ORDER OF BUSINESS**Staff Reports**

District Counsel – Mr. Van Wyk stated that District will be pre-closing on the Bonds and closing on December 5, 2019.

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. Adams, with all in favor, the Board adjourned the November 14, 2019 Board of Supervisor's Meeting for the Towne Park Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Towne Park
Community Development District**

Resolution 2020-08

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$5,250,000 TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 3C PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted Resolution 2015-11 and Resolution 2020-03 (the “Bond Resolutions”), authorizing the issuance of special assessment bonds by the District in an aggregate principal amount of \$5,250,000 (the “Series 2019 Bonds”) for the purpose of financing a portion of the acquisition and/or construction of the District’s “Assessment Area 3C Project”; and

WHEREAS, the District closed on the issuance of the Series 2019 Bonds on December 5, 2019; and

WHEREAS, as prerequisites to the issuance of the Series 2019 Bonds, the Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (“District Staff”) were required to execute and deliver various documents (the “Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2019 Bonds.

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

SECTION 1. The issuance of the Series 2019 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby

declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2019 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2019 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 12th day of December, 2019.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

**Towne Park
Community Development District**

**Amended and Restated
Disclosure of Public Financing**

(provided under separate cover)

**Towne Park
Community Development District**

**Notice of Imposition of Special Assessments
Series 2019 Bonds, Assessment Area 3C**

**This space reserved for use by the Clerk of
the Circuit Court**

**This Instrument Prepared by
and return to:**

**Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301**

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR
SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 3C PROJECT)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Towne Park Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2015-09, 2015-10, 2015-17, 2018-05, 2018-06, 2018-08, 2020-01, 2020-02, 2020-04 and 2020-05 (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Project described in such Assessment Resolutions. Said assessments are pledged to secure the Towne Park Community Development District Series 2019 Bonds (Assessment Area 3C Project). The legal description of the lands on which said special assessments are imposed is attached to this Notice (“Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Amended and Restated Master Assessment Methodology*, dated March 8, 2018, as amended by that *Amendment to Amended and Restated Master Assessment Methodology, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4)* dated October 2019, as supplemented by that

Supplemental Assessment Methodology Report, Series 2019 Bonds (Phase 3C – Riverstone Phases 3 & 4) dated October 2019 (collectively, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Towne Park Community Development District, c/o PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817; Ph.: (407) 723-5900. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, as amended. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the 12th day of December, 2019, and recorded in the Official Records of Polk County, Florida.

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Vice/Chairperson, Board of Supervisors

Witness

Print Name

Witness

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 12th day of December, 2019,
by _____, as Vice/Chairperson of the Board of Supervisors, who is
personally known to me and did not take an oath.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
ASSESSMENT AREA 3C LANDS

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

**Towne Park
Community Development District**

**Agreement between the District and
Fuqua Janitorial Services**

**AGREEMENT BETWEEN TOWNE PARK COMMUNITY DEVELOPMENT
DISTRICT AND FUQUA JANITORIAL SERVICES FOR
JANITORIAL MAINTENANCE SERVICES**

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

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lakeland, Florida, with an address of c/o District Manager, PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817 ("**District**"); and

ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY & SERVICE D/B/A FUQUA JANITORIAL SERVICES, with a mailing address of 5962 Murphy Road, Bartow, Florida 33830 ("**Contractor**," together with District, "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in the City of Lakeland, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and/or maintains a recreation area inclusive of a clubhouse, pool area and restrooms ("**Facilities**"); and

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

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide janitorial maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("**Services**"); and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional janitorial maintenance services to the Facilities within presently accepted standards and in below frequencies:

- i. Clubhouse cleaning after each event;
- ii. One (1) time per week during the months the months of October, November, December, January and February;
- iii. Two (2) times per week during the months of March and April; and
- iv. Three (3) times per week during the months of May, June, July, August and September.

Specific dates and times for each week of cleaning shall be determined in coordination with the District Manager, and as more specifically set forth in **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the following amounts for days provided in Section 2.A.:

- i. Seventy-Five Dollars (\$75.00) per each clubhouse cleaning
- ii. One Hundred Five Dollars (\$105.00) per cleaning during the months of October, November, December, January and February;
- iii. Ninety-Five Dollars (\$95.00) per cleaning during the months of March and April; and
- iv. Eighty-Five Dollars (\$85.00) per cleaning during the months of May, June, July, August and September.

The term of this Agreement shall be from November 1, 2019 through October 31, 2020, unless extended by the Parties or terminated earlier in accordance with the terms of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

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

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. INSURANCE.

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

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$5,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers,

or other equipment required to be licensed.

(5) Employee Fidelity Insurance of at least \$5,000.

- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

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

in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or

waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the 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.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to District:** Towne Park Community
Development District
PFM Group Consulting LLC
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 Contractor:** Fuqua Supply & Service
D/B/A Fuqua Janitorial Services
5962 Murphy Road
Bartow, Florida 33830
Attn: Jeannie Fuqua

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District

and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that all actions arising out of this Agreement shall be brought in the proper court and venue, which shall be Polk County, Florida.

SECTION 25. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Victoria Martinez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

(407) 723-5900, MARTINEZV@PFM.COM, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY &
SERVICE D/B/A FUQUA JANITORIAL SERVICES**

Witness

Print Name of Witness

EXHIBIT A: Contractor's Proposal

EXHIBIT A – CONTRACTOR’S PROPOSAL



Fuqua Janitorial Services
5962 Murphy Road
Bartow, FL 33830
(863) 651-9348

Estimate

ADDRESS

TOWNE PARK CDD
12051 CORPORATE BLVD.
ORLANDO, FL 32817

SHIP TO

TOWNE PARK CDD
3883 WHITE IBIS ROAD
LAKELAND, FL 33811

ESTIMATE # 1053**DATE 10/16/2019****EXPIRATION DATE 10/31/2020**

QTY	DESCRIPTION	NET PRICE	EXT PRICE
1	CLUBHOUSE CLEANING PER EVENT	75.00	75.00
1	POOL AREA CLEANING 1x PER WEEK - OCTOBER THRU FEBRUARY (INCLUDES: BATHROOMS, WATER FOUNTAINS, PATIO AREA, COB WEBBING, ORGANIZE POOL CHAIRS AND CLEAN GLASS AROUND CLUBHOUSE) **PRICE IS PER CLEANING**	105.00	105.00
1	POOL AREA CLEANING 2x PER WEEK - MARCH & APRIL (INCLUDES: BATHROOMS, WATER FOUNTAINS, PATIO AREA, COB WEBBING, ORGANIZE POOL CHAIRS AND CLEAN GLASS AROUND CLUBHOUSE) **PRICE IS PER CLEANING**	95.00	95.00
1	POOL AREA CLEANING 3x PER WEEK - MAY THRU SEPTEMBER (INCLUDES: BATHROOMS, WATER FOUNTAINS, PATIO AREA, COB WEBBING, ORGANIZE POOL CHAIRS AND CLEAN GLASS AROUND CLUBHOUSE) **PRICE IS PER CLEANING**	85.00	85.00

**Towne Park
Community Development District**

Agreement between the District and Floralawn

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

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2019, by and between:

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

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

RECITALS

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

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

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

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

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

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

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

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

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

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

SECTION 3. COMPENSATION; TERM.

A. The term of this Agreement shall be from December 1, 2019 through November 30, 2020, unless terminated earlier in accordance with the terms of this Agreement.

B. As compensation for the completion of the Services, the District agrees to pay the Contractor twelve (12) equal monthly payments of Nine Thousand Five Hundred Thirty Dollars (\$9,530.00), not to exceed a total amount of One Hundred Fourteen Thousand Three Hundred Sixty Dollars (\$114,360.00) for the term of this Agreement, which amount shall include all tools, labor and materials necessary to complete the Services.

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

D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require

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

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

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

SECTION 5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District.

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

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

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

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

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

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain Workers' Compensation insurance

on behalf of Contractor. Moreover, Contractor shall provide the District with a completed IRS W-9 form prior to the commencement of the Services.

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

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

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

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

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

- A. If to Contractor:** Floralawn Inc.
734 South Combee Road
Lakeland, Florida 33801
Attn: Lucas Martin
- B. If to District:** Towne Park Community Development District
c/o PFM Group Consulting LLC.
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

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

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by

reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

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

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 18. INDEMNIFICATION.

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

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

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

SECTION 22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Victoria Martinez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, MARTINEZV@PFM.COM, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

SECTION 26. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate.

SECTION 27. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on next page]

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

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

FLORALAWN INC., a Florida
corporation

Print Name: _____

By: _____
Its: _____

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

EXHIBIT A - LANDSCAPE MAINTENANCE MAP

NEED MAP INDICATING ALL SERVICES

EXHIBIT B – SCOPE OF SERVICES

NEED SUMMARY INCLUDING ALL SCOPE

EXHIBIT C

Form of Change Order

WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the "Work Authorization"), dated _____, 20____, authorizes certain work in accordance with that certain *Agreement for Landscape Maintenance Services* (the "Agreement"), dated _____, 2019, by and between:

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

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

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

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

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

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

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

FLORALAWN INC.

Print Name: _____

By: _____

Its: _____

Exhibit __: Proposal/Scope and Compensation for Additional Services

**Towne Park
Community Development District**

Payment Authorization Nos. 126 – 128

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #126

11/6/2019

Item No.	Payee	Invoice Number	FY 19	FY 20
1	Business Observer Legal ad Run Date: 11/1/19	19-01954K		\$ 50.31
2	Floralawn November 2019 Landscape Maintenance	87188		\$ 5,099.00
	Irrigation Repairs	87252		\$ 105.83
3	Florida Department of Economic Opportunity FY20 Annual Report	74598		\$ 175.00
4	Hopping Green & Sams District Counsel through 9/30/19	110697	\$ 5,432.15	
5	The Lake Doctors, Inc. November 2019 Lake Maintenance	74598		\$ 1,144.00
6	PFM Group Consulting, LLC October 2019 Website Fee	DM-10-2019-0083		\$ 100.00
	October 2019 District Management Fee	DM-10-2019-0082		\$ 2,083.33
7	Spectrum Business 10/24-11/23 Business Internet	-		\$ 74.98
Subtotal			\$ 5,432.15	\$ 8,832.45
Total			\$14,264.60	


Chairperson

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #127

11/12/2019

Item No.	Payee	Invoice Number	FY 19	FY 20
1	Grunit Pool Contractors November 2019 Pool Maintenance	1293		\$ 1,350.00
2	Lakeland Electric Billing Date 11.04.2019 - 3606 Peregrine Way #W/I	3555225-2019.11		\$ 59.60
	Billing Date 11.04.2019 - 5107 White Egret Ln #W/I	3555224-2019.11		
	Billing Date 11.04.2019 - 3883 White IBIS Rd #Rec	3568145-2019.11		\$ 711.46
3	The Ledger/News Chief Legal Ad Run date 10/2/19	L060G0J0QC		\$ 341.84
4	PFM Group Consulting, LLC September 2019 Fedex, Postage and Copies	OE-EXP-00442	\$ 758.15	
Subtotal			\$ 758.15	\$ 2,462.90
Total			\$3,221.05	



Chairperson

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #128
11/15/2019

Item No.	Payee	Invoice Number	Amount	Fiscal Year
1	Hector Aranda Toilet Unclog	395	\$ 180.00	FY 2020
2	Lakeland Electric Acct: 3587794 Through 11/05/2019	--	\$ 30.55	FY 2020
Total			\$ 210.55	

	FY 2019
210.55	FY 2020



Chairperson

RECEIVED DEC 04 2019

**Towne Park
Community Development District**

Monthly Financials

(provided under separate cover)