

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, Thursday, May 14, 2020 at 11:00 a.m. via conference call due to the Executive Order 20-112 extending COVID-19 Executive Order 20-69**. Attached to this Agenda is a copy of the Executive Order 20-69. The attendance of three Board Members is required to constitute a quorum.

To attend the meeting, please use the below conference call information:

Phone: **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 March 12, 2020 Board of Supervisors Meeting**
- 2. **Consideration of Letter from Supervisor of Election Regarding Qualified Electors**
- 3. **Consideration of Resolution 2020-13, Designating Date, Time, and Location for a Landowners Meeting and Election** *[suggested date: 11/12/20]*
- 4. **Consideration of resolution 2020-14, Regarding General Election**

Business Matters

- 5. **Public Hearing on the Adoption of the Amended and Restated Rules of Procedure**
 - Public Comments and Testimony
 - Board Comments
 - **Consideration of Resolution 2020-15, Adopting the Amended and Restated Rules of Procedure**
- 6. **Consideration of Resolution 2020-16, Approving a Proposed Budget for Fiscal Year 2020-2021 and Setting a Public Hearing Date Thereon** *[suggested date: July 16, 2020]*
- 7. **Conveyance of Stormwater Ponds** *(provided under separate cover)*
- 8. **Consideration of Proposal(s) for Riverstone Ponds Maintenance** *(provided under separate cover)*
- 9. **Review of the District's Amenity Policies**
 - **Resident Requests**
- 10. **Discussion of Re-Opening of District Amenities**
- 11. **Ratification of Escrow Agreement (Towne Park Community Development District Riverstone Amenities)**



- 12. Ratification of Partial Termination of Temporary Construction and Access Easement Agreement**
- 13. Ratification of Change Order** *(provided under separate cover)*
- 14. Ratification of Requisitions** *(provided under separate cover)*
- 15. Ratification of Payment Authorization No. 138 – 150**
- 16. Consideration of Monthly Financials**

Other Business

Staff Reports

District Counsel

District Engineer

District Manager

Supervisor Requests and Audience Comments

Adjournment



STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

WHEREAS, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and "Florida's Government in the Sunshine Laws," including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

FILED
2020 MAR 20 AM 9:38
TALLAHASSEE, FLORIDA

**Towne Park
Community Development District**

Minutes

MINUTES OF MEETING

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS' MEETING

Thursday, March 12, 2020 at 11:02 a.m.

The Offices of Highland Homes

3020 S. Florida Avenue, Suite 101

Lakeland, Florida 33803

Board Members present at roll call:

Brian Walsh	Vice Chairman
Jeffery Shenefield	Assistant Secretary
Rennie Heath	Assistant Secretary

Also Present:

Jane Gaarlandt	PFM	
Christina Hanna	PFM	
Dexter Glasgow	PFM	
Kevin Plenzler	PFM Financial Advisors, LLC	(via phone)
Michelle Rigoni	Hopping Green & Sams, 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 11:02 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 February 13, 2020 Board of Supervisors' Meeting and the February 26, 2020 Emergency Meeting

The Board reviewed the minutes of the February 13, 2020 Board of Supervisors' Meeting and the February 26, 2020 Emergency Meeting.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board approved the Minutes of the February 13, 2020 Board of Supervisors' Meeting and the February 26, 2020 Emergency Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2020-11,
Ratifying Actions Taken by the Board
at its February 26, 2020 Emergency
Meeting**

Ms. Gaarlandt presented Resolution 2020-11 for the Board's consideration. Ms. Rigoni explained this Resolution recites the actions that were taken at the emergency meeting and the procedures the District followed in accordance with the Emergency Meeting procedures provided in the District's Rules of Procedure. The Resolution ratifies all actions taken at the Emergency Meeting and directs staff to follow additional procedural rules that are provided in the District rules of procedure.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board approved Resolution 2020-11, Ratifying Actions Taken by the Board at its February 26, 2020 Emergency Meeting.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-12,
Adopting Internal Controls Policy**

Ms. Rigoni explained many of these policies are already in place and may be implemented by the District management staff. The District Amended rules that the Board will adopt soon will require the District to adopt them as formal policy. This Resolution sets forth those policies to prevent fraud, waste and abuse.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board approved Resolution 2020-12, Adopting Internal Controls Policy.

SIXTH ORDER OF BUSINESS

**Consideration of Proposal for
Riverstone Ponds Maintenance**

Ms. Gaarlandt stated this was put on the agenda because the District was requested to start maintaining the ponds in Riverstone. Ms. Gaarlandt asked if these ponds are part of what still needs to be conveyed to the District. Ms. Rigoni said yes. She has not started the conveyance process yet but requested that the Board authorize staff with work with the Chair or Vice Chair in conveying the storm water tracts in Riverstone Phase 1 and Riverstone Phase 2 over to the District and facilitating permit transfers associated with the ponds. District Management will continue to solicit proposals and request one from the current vendor.

SEVENTH ORDER OF BUSINESS

Review of District's Amenity Policies

Ms. Gaarlandt requested that this item be deferred to the following meeting.

EIGHTH ORDER OF BUSINESS

Ratification of Payment Authorizations No. 138 - 140

The Board reviewed Payment Authorizations Nos. 138 – 140.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board ratified Payment Authorizations Nos. 138 – 140.

NINTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials through February 29, 2020. There was no action required by the Board.

TENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Nor Report

District Manager – Mr. Glasgow stated he needs a signature on a proposal for Fertilization. Mr. Heath noted that he signed it this morning. Mr. Glasgow stated this is additional maintenance that needs to be done to get the grass up to spec.

Mr. Glasgow noted the District received a proposal for fertilization from FloraLawn in the amount of \$6,250.00 and requested the Board's approval.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board ratified the Fertilization Proposal from FloraLawn in the amount of \$6,250.00.

A discussion took place about the conveyance of the ponds and conveyance of remaining common area tracts and improvements in Towne Park Estates Phase 2B.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board authorized District Staff to work with the Chair or Vice-Chair to get conveyance documents ready for Riverstone Phase 1 and Riverstone Phase 2 Stormwater Ponds and to review outstanding conveyance of common area tracts and improvements in Towne Park Estates Phase 2B.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests or audience comments.

TWELFTH ORDER OF BUSINESS

Adjournment

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

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board adjourned the March 12, 2020 Board of Supervisor's Meeting for the Towne Park Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Towne Park
Community Development District**

**Letter from Supervisor of Election Regarding
Qualified Electors**



April 16, 2020

Christina Hanna - Asst DM
Fishkind & Associates - PFM
12051 Corporate Blvd.
Orlando, Florida 32817-1450

RE: Towne Park Community Development District Registered Voters

Dear Ms. Hanna,

In response to your request, there are currently **267** voters within the Towne Park Community Development District. This number of registered voters in said District is as of **April 15, 2020**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Lori Edwards".

Lori Edwards
Supervisor of Elections
Polk County, Florida

**Towne Park
Community Development District**

Resolution 2020-13

RESOLUTION 2020-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNERS' ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS. The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Brian Walsh	11/2020
2	Rennie Heath	11/2022
3	Scott Shapiro	11/2022
4	D. Joel Adams	11/2020
5	Jeffrey Shenefield	11/2020

This year, Seat _____ currently held by _____ with term expiring in November 2020 is subject to a landowner election. The term of office for the successful landowner candidate shall commence upon election and shall be for a four year period. The remaining two Seats _____ and _____ with terms expiring in November 2020 are subject to a General Election process to be conducted by the Polk County Supervisor of Elections, which General Election process shall be addressed in Resolution 2020-14.

2. LANDOWNERS' ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the ____ day of November, 2020, at _____ .m., and located at the offices of Highland Homes, 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803.

3. PUBLICATION. The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. FORMS. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its May 14, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____, or at the office of the District Manager, PFM Group Consulting LLC, located at 12051 Corporated Boulevard, Orlando, Florida 32817.

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

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 14th day of May, 2020.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Sample Election Documents

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Towne Park Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 586 acres, generally bounded on the north by W. Pipkin Road and on the south by Ewell Road, entirely within the City of Lakeland, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: _____
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817, Ph: (407) 723-5900 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors or staff will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

Jane Gaarlandt
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING:

TIME:

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for the successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF LAKE LAND, POLK COUNTY, FLORIDA
LANDOWNERS' MEETING – _____, 2020**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Towne Park Community Development District to be held at _____, on _____, _____, 2020, at _____ .m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT
CITY OF LAKELAND, POLK COUNTY, FLORIDA
LANDOWNERS' MEETING - _____, 2020**

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Towne Park Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES

Date: _____

Signed: _____

Printed Name: _____

**Towne Park
Community Development District**

Resolution 2020-14

RESOLUTION 2020-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES AND INSTRUCTING THE POLK COUNTY SUPERVISOR OF ELECTIONS TO BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTION.

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

WHEREAS, the Board of Supervisors of Towne Park Community Development District (hereinafter the **"Board"**) seeks to implement Section 190.006(3)(A)(2)(c), *Florida Statutes*, and to instruct the Supervisor of Elections for Polk County, Florida (the **"Supervisor"**), to conduct the District's General Election.

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

1. GENERAL ELECTION SEATS. Seat ____ and Seat ____ with terms expiring in November 2020 are scheduled for the General Election beginning in November 2020. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year. The remaining seat with a term expiring in November 2020 shall be filled by an election of the landowners in accordance with Section 190.006, *Florida Statutes*, which process shall be addressed in Resolution 2020-13.

2. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. COMPENSATION. Members of the Board are entitled to receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. TERM OF OFFICE. The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests the Supervisor to conduct the District's General Election in November 2020, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election

cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. PUBLICATION. The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 14th day of May, 2020.

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT A
FORM OF NOTICE OF QUALIFYING PERIOD

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
() COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the () Community Development District (“District”) will commence at noon on June 8, 2020, and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the () County Supervisor of Elections located at (), (), Florida ; Ph: () (). All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the () County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The () Community Development District has () () seats up for election, specifically seats _ and _. Each seat carries a four-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2020, and in the manner prescribed by law for general elections.

For additional information, please contact the () County Supervisor of Elections.

Publish on or before May 25, 2020.

**Towne Park
Community Development District**

Public Hearing

**Towne Park
Community Development District**

Resolution 2020-15

RESOLUTION 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of May, 2020.

ATTEST:

**TOWNE PARK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED
RULES OF PROCEDURE
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF JANUARY 9, 2020

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Rule 1.0 General.

- (1) The Towne Park Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective January 9, 2020, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

**Towne Park
Community Development District**

Resolution 2020-16

RESOLUTION 2020-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (**“Board”**) of the Towne Park Community Development District (**“District”**) prior to June 15, 2020, proposed budgets (**“Proposed Budget”**) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (**“Fiscal Year 2020/2021”**); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, **“Services”**) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* (**“Assessments”**), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports of the District Engineer, all of which are on file and available for public inspection at the District Manager’s Office, located at 12051 Corporate Boulevard Orlando, FL 32817. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District Manager’s Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in

November of 2020, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the Uniform Method as set forth in Chapter 197, *Florida Statutes*.

3. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for _____, **2020 at _____ .m.** The hearing may be conducted remotely, pursuant to Webex communications media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 29, 2020, as such orders may be extended or supplemented, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: Offices of Highland Homes
 3020 S. Florida Avenue, Suite 101
 Lakeland, Florida 33803

4. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Lakeland and Polk County at least 60 days prior to the hearing set above.

5. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

6. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

8. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of May, 2020.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

Towne Park CDD
FY 2021 Proposed O&M Budget

	Year To Date				
	Actual Through 02/29/2020	Anticipated Mar. - Sep.	Anticipated Total FY 2020	FY 2020 Adopted Budget	FY 2021 Proposed Budget
<u>Revenues</u>					
Assessments	\$ 393,226.77	\$ 37,723.23	\$ 430,950.00	\$ 430,950.00	\$ 460,900.00
Other Income & Other Financing Sources	400.00	-	400.00	-	-
Net Revenues	\$ 393,626.77	\$ 37,723.23	\$ 431,350.00	\$ 430,950.00	\$ 460,900.00
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 1,400.00	\$ 5,600.00	\$ 7,000.00	\$ 4,000.00	\$ 9,600.00
D&O Insurance	2,415.00	-	2,415.00	2,600.00	2,600.00
Trustee Services	8,808.58	-	8,808.58	11,000.00	11,000.00
Management	10,416.65	14,583.35	25,000.00	25,000.00	35,000.00
Field Management	139.58	1,060.42	1,200.00	1,200.00	1,200.00
Engineering	235.00	9,765.00	10,000.00	10,000.00	10,000.00
Dissemination Agent	5,500.00	-	5,500.00	5,500.00	5,500.00
District Counsel	19,044.38	955.62	20,000.00	20,000.00	20,000.00
Assessment Administration	12,500.00	-	12,500.00	12,500.00	20,000.00
Reamortization Schedules	-	500.00	500.00	500.00	625.00
Audit	-	6,500.00	6,500.00	10,000.00	8,000.00
Travel and Per Diem	36.61	-	36.61	-	-
Telephone	-	200.00	200.00	200.00	200.00
Postage & Shipping	297.44	416.42	713.86	150.00	150.00
Copies	50.40	949.60	1,000.00	1,000.00	1,000.00
Legal Advertising	1,919.02	2,686.63	4,605.65	3,000.00	3,000.00
Miscellaneous, Contingency	32.75	21,520.31	21,553.06	15,000.00	15,000.00
Web Site Maintenance	500.00	1,900.00	2,400.00	2,400.00	2,700.00
Dues, Licenses, and Fees	175.00	75.00	250.00	250.00	175.00
Water	-	8,000.00	8,000.00	8,000.00	8,000.00
Pond Maintenance	5,720.00	19,280.00	25,000.00	25,000.00	25,000.00
General Liability Insurance	3,020.00	-	3,020.00	3,250.00	3,250.00
Property & Casualty Insurance	11,616.00	-	11,616.00	20,000.00	20,000.00
Landscaping Maintenance & Material	50,046.35	129,953.65	180,000.00	180,000.00	180,000.00
Hurricane Cleanup	-	5,000.00	5,000.00	5,000.00	5,000.00
Total General & Administrative Expenses	\$ 133,872.76	\$ 228,945.99	\$ 362,818.75	\$ 365,550.00	\$ 387,000.00
<u>Pool & Clubhouse #1</u>					
Maintenance Staff	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Electric	2,939.11	7,060.89	10,000.00	10,000.00	10,000.00
Water	715.33	4,284.67	5,000.00	5,000.00	5,000.00
Pool Maintenance & Repairs	7,350.00	4,650.00	12,000.00	12,000.00	12,000.00
Janitorial Expenses	2,528.00	3,472.00	6,000.00	6,000.00	12,000.00
Pest Control	1,650.00	2,310.00	3,960.00	500.00	3,300.00
Internet/Phone	559.88	440.12	1,000.00	1,000.00	1,000.00
Facility Repair & Maintenance	780.00	1,720.00	2,500.00	2,500.00	2,500.00
Facility Management	-	2,400.00	2,400.00	2,400.00	2,400.00
	\$ 16,522.32	\$ 27,337.68	\$ 43,860.00	\$ 40,400.00	\$ 49,200.00

Towne Park CDD
FY 2021 Proposed O&M Budget

	Year To Date				
	Actual Through 02/29/2020	Anticipated Mar. - Sep.	Anticipated Total FY 2020	FY 2020 Adopted Budget	FY 2021 Proposed Budget
<u>Pool & Clubhouse #2</u>					
Maintenance Staff	\$ -	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Electric	-	5,800.00	5,800.00	5,800.00	5,800.00
Water	-	2,900.00	2,900.00	2,900.00	2,900.00
Pool Maintenance & Repairs	-	7,000.00	7,000.00	7,000.00	7,000.00
Janitorial Expenses	-	3,500.00	3,500.00	3,500.00	3,500.00
Pest Control	-	300.00	300.00	300.00	300.00
Internet/Phone	-	500.00	500.00	500.00	500.00
Facility Repair & Maintenance	-	1,400.00	1,400.00	1,400.00	1,400.00
Facility Management	-	1,800.00	1,800.00	1,800.00	1,800.00
Total Pool & Clubhouse Expenses	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
 Total Expenses	 \$ 150,395.08	 \$ 281,283.67	 \$ 431,678.75	 \$ 430,950.00	 \$ 461,200.00
 Income (Loss) from Operations	 \$ 243,231.69	 \$ (243,560.44)	 \$ (328.75)	 \$ -	 \$ (300.00)
<u>Other Income (Expense)</u>					
Interest Income	\$ 136.98	\$ 191.77	\$ 328.75	\$ -	\$ 300.00
Total Other Income (Expense)	\$ 136.98	\$ 191.77	\$ 328.75	\$ -	\$ 300.00
Net Income (Loss)	\$ 243,368.67	\$ (243,368.67)	\$ -	\$ -	\$ -

**Towne Park
Community Development District**

Conveyance of Stormwater Ponds

(provided under separate cover)

**Towne Park
Community Development District**

Proposal(s) for Riverstone Ponds Maintenance

(provided under separate cover)

Towne Park Community Development District

District's Amenity Policies

**TOWNE PARK
COMMUNITY DEVELOPMENT
DISTRICT**

AMENITY POLICIES & RATES

ADOPTED APRIL 12, 2018

DEFINITIONS

“Amenities” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Clubhouse, fitness center, swimming pool, and basketball courts, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” – shall mean these Amenity Policies and Rates of the Towne Park Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies when and as necessary and will notify Patrons of any changes by posting the revised Policies on the District’s website. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Towne Park Community Development District’s Board of Supervisors.

“Clubhouse” – shall mean the amenity building commonly referred to as the _____ Clubhouse, located at 3883 White Ibis Road #REC, Lakeland FL 33811.

“District” – shall mean the Towne Park Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Household” – shall mean those individuals residing within the immediate household of a Patron. This can consist of individuals who have not yet attained the age of eighteen or individuals over the age of eighteen (18) actually residing in the household. This does not include visiting relatives, or extended family not residing in the home. Proof of residency for individuals over the age of eighteen (18) years is required by driver’s license or state or federal issued form of identification. A signed affidavit of residency shall be required for individuals under the age of eighteen (18) years.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron over the age of eighteen (18) years to use the Amenities.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Patrons, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District.

AMENITIES ACCESS AND USAGE

Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any accidents, personal injury or death, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions, or negligence of other persons using the Amenities.

Resident Access and Usage. Residents must pay Operations & Maintenance Assessments applicable to property owners within the District in accordance with the District’s annual assessment resolution. Payment of Operations & Maintenance Assessments covers the Annual User Fee for such Resident and entitles the Resident to use of the Amenities for the corresponding fiscal year of the District, which year begins October 1 and ends September 30. Residents must complete the Amenity Access Registration Form prior to access or use of the Amenities.

Non-Resident Access and Usage. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.

Guest Access and Usage. Each Patron Household and Non-Resident Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time (unless Patron Household or Non-Resident Patron Household has reserved the Clubhouse). District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron over the age of eighteen (18) years must accompany Guests at all times during Guests use of the Amenities and are responsible for any and all actions taken by such Guests. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron’s access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household or Non-Resident Patron Household’s access and usage privileges.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property.

1. A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (i.e. a copy of the lease agreement) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all Amenity Policies as the Board may adopt from time to time.

Access Cards. Each Patron will be issued an Access Card by District Staff upon completion of the Amenity Access Registration Form. Access Cards will allow Patrons entry to the Amenities during regular operating hours of the Amenities.

Patron Household members that are fourteen (14) years or older shall receive an Access Card allowing access to the Amenities. Patron Household members that are under fourteen (14) years of age shall be issued Access Cards for identification purposes which shall be carried at all times during use of the Amenities. Minors under fourteen (14) years of age must be accompanied by an adult eighteen (18) years and older at all times. Each Patron Household will be authorized initial Access Cards for up to six (6) Household members free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances, shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

SMOKING, DRUGS, AND ALCOHOL

Smoking, including vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to District Staff.

Possession, use, and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL AMENITY POLICIES

Hours of Operation. All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific policies for each Amenity are outlined in the respective section for each herein.

- (1) ***Registration and Access Cards.*** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Access Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Access Card to enter and use the Amenities, and must present their Access Cards upon request by District Staff.
- (2) ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the bath rooms.
- (3) ***Food and Drink.*** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
- (4) ***Parking and Vehicles.*** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned,

maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.

(5) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.

(6) **Skateboards, Etc.** Bicycles, skateboards, or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, Clubhouse, pool area, athletic fields, basketball courts, playground area, and sidewalks surrounding these areas.

(7) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.

(8) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.

(9) **Equipment.** All District equipment, furniture, and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items are in need of repair, maintenance, or cleaning.

(10) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

(11) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.

(12) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones should be limited while using the Amenities and Patrons and Guests are asked to keep their ringers turned off or on vibrate while using the Amenities.

(13) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.

(14) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.

(15) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

(16) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

(17) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District staff or contractors may result in suspension or termination of Amenity access and usage privileges.

(18) **Emergencies.** In the event of an injury, property damage, or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.

(19) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes the security alarm to sound will be responsible for the full amount of any fee charged to the District in connection with such security alarm.

SWIMMING POOL POLICIES

(1) ***Operating Hours.*** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.

(2) ***Swim at Your Own Risk.*** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.

(3) ***Supervision of Minors.*** Minors under the age of fourteen (14) years must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.

(4) ***Aquatic Toys and Recreational Equipment.*** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.

(5) ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

(6) ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.

(7) ***Horseplay*** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.

(8) ***Diving.*** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps or other dangerous actions are prohibited.

(9) ***Weather.*** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.

(10) ***Pool Furniture; Reservation of Tables or Chairs.*** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.

(11) ***Entrances.*** Pool entrances must be kept clear at all times.

(12) ***Pollution.*** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

(13) ***Swim Diapers.*** Children under the age of three (3) years, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

(14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

(15) **Pool Closure.** In addition to Polk County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
- Operational and mechanical treatments or difficulties affecting pool water quality.
- For a period of time following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

(16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.

(17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.

(18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

FITNESS CENTER POLICIES

(1) **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons and Guests shall consult District Staff for any questions or concerns about the equipment.

(2) **Usage Restrictions.** Patrons and Guests ages fourteen (14) years and older may use the fitness center, but they must have an Access Card and signed waiver on file. No children under the age of (14) years are allowed in the fitness center at any time.

(3) **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.

(4) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.

(5) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.

(6) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights. Individuals are responsible for wiping down fitness equipment after use.

(7) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited.

(8) **Hand Chalk.** Hand chalk is not permitted.

(9) **Personal Items.** No bags, gear, or clothing are permitted on the floor of the fitness center or on the fitness equipment.

(10) **Courtesy.** If a Patron/Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.

(11) **Maintenance.** All concerns, equipment malfunctions, and maintenance needs should be reported to District Staff immediately.

(12) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

BASKETBALL COURT POLICIES

(1) **Use at Own Risk.** Patrons and Guests may use the basketball courts at their own risk and must comply with all posted signage. All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and using the basketball courts.

(2) **Hours of Operation.** Unless otherwise posted, the basketball courts are open from dawn until dusk.

(3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for minors under the age of fourteen (14) years.

(3) **No Reservations.** The basketball courts are available for use by Patrons and Guests on a first-come, first-serve basis and cannot be reserved in advance. If another Patron or Guest is waiting, basketball court usage shall be limited to one (1) hour.

(4) **Attire.** Appropriate athletic attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the basketball courts. No black soled shoes are permitted.

(5) **Destructive Use of Equipment Prohibited.** Hanging on the hoops, dunking, drawing on the courts, and destructive use of the equipment is prohibited.

(6) **Food and Drinks.** Food and gum are not permitted on the basketball courts. Drinks must be in a non-breakable spill-proof container. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the basketball courts.

(7) **Prohibited Equipment.** No bicycles, scooters, skateboards, rollerblades or other equipment are permitted on the basketball courts. No chairs, other than those provided by the District, are permitted on the basketball courts.

(8) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

PLAYGROUND POLICIES

(1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.

(2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.

(3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children under the age of thirteen (13) years. Children must remain in the sight of adult supervisor at all times. All children are expected to play cooperatively with other children.

(4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.

(5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.

(6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.

(7) **Glass Containers.** No glass containers are permitted.

FACILITY RENTAL POLICIES

(1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the Clubhouse is available for rental during normal operating hours by Patrons in order to use the Clubhouse on an exclusive basis for organized events. Unless otherwise directed by the District, only Patrons may rent the Clubhouse. Patrons may not rent the Clubhouse on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool and pool deck areas are NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.

(2) **Rental Reservation Process.** Patrons interested in renting the clubhouse may reserve a desired rental date and time on a first-come, first-serve basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time, Patrons must submit to the Amenity Manager a completed Amenity Rental Form and a check in the full amount of the Deposit as specified in the Amenity Rates ("Rental Date"). A desired rental date will NOT be reserved until both the completed Amenity Rental Form and Deposit are received by District Staff. District Staff will review the Amenity Rental Form and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, Patron must submit a check to the Amenity Manager for the full amount of the Rental Fee as specified in the Amenity Rates or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Amenity Rental Form and a check in the total amount of both the Deposit and Rental Fee. NO EXCEPTIONS WILL BE MADE TO THE RENTAL RESERVATION PROCESS.

(3) **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.

(4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the Clubhouse has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must:

- i. Remove all garbage, place in dumpster, and replace garbage liners;
- ii. Remove all decorations, event displays, and materials;
- iii. Return all furniture and other items to their original position;
- iv. Wipe off counters, table tops, and the sink area;

- v. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used; and
 - iii. Otherwise clean the Clubhouse and restore it to the pre-rented condition, and to the satisfaction of District Staff.
- (5) ***Additional Cleaning or Damage.*** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
- (6) ***Duration of Events.*** Unless otherwise authorized in writing by the District's Board of Supervisors pursuant to a special request, rentals shall take place during normal business hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the five (5) hour rental period.
- (7) ***Noise.*** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' use and enjoyment of their homes or the other Amenities.
- (8) ***Capacity.*** Under no circumstances shall the capacity limit of the Clubhouse be exceeded during any rental.
- (9) ***Insurance.*** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) ***General Policy.*** All persons using the Amenities and entering District property are responsible for compliance with, and shall comply with, the Amenity Policies established for the safe operations of the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.
- (2) ***Suspension of Access and Use Privileges.*** The District, through its Board, District Manager, Amenity Manager, and District Counsel shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
- a. Submits false information on any application for use of the Amenities;
 - b. Permits the unauthorized use of an Access Card;
 - c. Exhibits unsatisfactory behavior, deportment or appearance;
 - d. Fails to pay amounts owed to the District in a proper and timely manner;
 - e. Fails to abide by any District rules or policies (e.g., Amenity Policies);
 - f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - g. Damages or destroys District property; or
 - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare

of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

(3) ***Authority of District Staff and Members of the Board of Supervisors.*** District Staff or their designee, and any member of the Board of Supervisors, has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

(4) ***Process for Suspension or Termination of Access and Use Privileges.*** Subject to the rights of District Staff set forth in Section 3 above, the following process shall govern suspension and termination of privileges:

a. Offenses:

i. First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.

ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.

iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.

b. Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

c. Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted

and considered.

- d. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

- (5) ***Legal Action; Criminal Prosecution.*** If any person is found to have committed any of the infractions noted in Section 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Household.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above amended policies were adopted on April 12, 2018, by the Board of Supervisors for the Towne Park Community Development District.


Secretary/Assistant Secretary



Chairperson, Board of Supervisors

Exhibit A: Amenity Rates
Exhibit B: Amenity Access Registration Form
Exhibit C: Amenity Rental Application Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2500.00
Replacement Access Card	\$30.00
Amenity Rental Deposit	\$150.00
Amenity Rental Fee	\$100.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Facility Access Card. It is understood that Facility Access Card are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, basketball courts, fitness center, clubhouse facility, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY:

(REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Towne Park Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

The foregoing was acknowledged before me this ____ day of _____, 20____, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Name Typed, Printed, or Stamped

Notary Public, State of

RECEIPT OF DISTRICT POLICIES & RATES:

I acknowledge that I have been provided and understand the terms in the **Amenity Policies and Rates**.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies & Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Towne Park Community Development District
Attn: Jane Gaarlandt, District Manager
12051 Corporate Boulevard
Orlando, Florida 32817
Telephone: (407) 382-3256
Email: janeg@fishkind.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT: _____

Access Card # _____

ADDITIONAL INFORMATION:

Phase 2A – _____ Phase 2B – _____ Phase 3A – _____

New Construction: _____ Re-Sale: _____ Prior Owner: _____

Rental: _____ Landlord/ Owner: _____ Lease Term: _____

EXHIBIT C
AMENITY RENTAL APPLICATION

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
AMENITY RENTAL FORM**

Name of Applicant: _____ Today's Date: _____
Street Address: _____
Contact Phone: _____ Alternate Phone: _____
Email: _____
Intended Use: _____ Estimated Attendance: _____
Date of Event: _____ Time: (5hr max.) _____ to _____

I agree to indemnify and hold harmless the Towne Park Community Development, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the District Amenities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

I have read, understand, and agree to abide by all policies and rules of the District governing the District Amenities. Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the District Amenities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Towne Park Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature of Applicant

Date

Please initial by each:

1. _____ ***The reservation is not confirmed until both the completed Amenity Rental Application Form and the Deposit have been received by Towne Park Community Development District staff.***
2. _____ There is a maximum capacity of 50 persons for the Clubhouse. Patrons must inform their guests that once the scheduled event is completed, all guests are requested to exit.
3. _____ Alcohol is prohibited on District property. There are no exceptions.
4. _____ The five (5) hour maximum time limit includes set-up and post-event clean up and applies to all guests in attendance. Standard guest policy applies outside the scheduled rental timeframe and to all other District amenities during the rental timeframe. For the time of the scheduled use (reservation) the renter has the exclusive use of the clubhouse facility only. The pool area, fitness center, and park areas will remain open to all residents of the community from dawn until dusk daily.
5. _____ The interior and exterior of the Clubhouse is under closed circuit television surveillance.
6. _____ A security deposit in the amount of One Hundred Fifty Dollars (\$150.00) made out to **Towne Park Community Development District** shall be provided for the Facility within five (5) days of the date of submitting the reservation request.
7. _____ The Deposit will be refunded to Patron within five (5) business days following the event provided all requirements set forth in the Amenity Policies are complete. If the Deposit will not be refunded, the Patron will be notified by District Staff within five (5) business days following the event.
8. _____ Rental Fee: A non-refundable Rental Fee of One Hundred Dollars (\$100.00) will be charged for rental of the Clubhouse. A separate check shall be made out to the "Towne Park Community Development District" and submitted to District Staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Deposit.
9. _____ Additional fees may be assessed if the clean-up is incomplete, event is not limited to reservation time frame, or there is damage to the Amenities.
10. _____ I have reviewed and fully understand the Amenity Policies.

For District Use Only:

Deposit Amount: \$ _____ Number of Guests: _____ Check # _____ Date: _____

Received By: _____

Rental Fee Amount: \$ _____ Check #: _____ Date: _____

Received By: _____

Christina Hanna

From: Skip Lamb <basslamb@yahoo.com>
Sent: Tuesday, April 28, 2020 10:11 PM
To: Jane Gaarlandt
Subject: Towne Park Estates Pond rules and Trespassing issues

EXTERNAL EMAIL: Use care with links and attachments.

Good Evening,

Hello my name is Arthur Lamb and I'm a home owner in Towne Park Estates. I have a few questions regarding fishing community rules that are not addressed in our Towne Park H.O.A rules. The are namely:

1. Are the ponds in our community strictly for catch and release purposes?
2. Are you allowed to move fish from one Towne Park pond to another Towne Park pond?

Recently there has been a debate among community members over whether or not you are allowed to keep the fish caught in the Towne Park Estate ponds. The majority of the residents are adamantly against keeping the fish caught in the ponds and fear the fishery could degrade should some members continue to keep the fish they catch.

Additionally, one of the Towne Park residents has admitted to removing fish from the Towns Park big pond and planting them in a much pond behind his home. Is this against C.D.D. rules and possibly illegal?

Lastly, our community has been inundated with trespassers to our ponds, mostly the big pond. They bring lounge chairs, umbrellas, and boats. We are in the process of forming a Neighborhood Watch Group and have regular contact with the Lakeland Police Department. A big issue we are experiencing, is that it is becoming increasingly difficult to identify trespassers. Often times they give addresses of homes in our community that they are not connected to.

We would like to investigate the possibility of having Amenity Cards to homeowners to be used for identification purposes. Is this idea possible.

Thank you in advance for your attention to this matter,

Arthur C. Lamb
5251 White Egret Lane
Lakeland FL 33811
916 821-5798

**Towne Park
Community Development District**

Re-Opening of District Amenities

(provided under separate cover)

**Towne Park
Community Development District**

Escrow Agreement

ESCROW AGREEMENT
(TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT RIVERSTONE AMENITIES)

THIS ESCROW AGREEMENT (this "Agreement") is made as of this 1st day of April, 2020 ("Effective Date"), by and among the Towne Park Community Development District, a special-purpose unit of local government with offices at 12051 Corporate Boulevard, Orlando, Florida 32817, ("District"); Riverstone, LLC., a Florida limited liability company with offices located at 2300 North Scenic Highway, ML 50, Lake Wales, Florida 33898, ("Landowner"); and Straughn & Turner, P.A., with offices located at 255 Magnolia Avenue Southwest, Winter Haven, Florida 33880 ("Escrow Agent").

RECITALS

WHEREAS, the District has agreed to fund and/or acquire certain infrastructure improvements, (the "Improvements"), within the Towne Park Community Development District, which Improvements include those capital infrastructure known as Assessment Area 3A Project to be constructed in accordance with plans, specifications, and *Preliminary Engineer's Report*, dated November 2014, as amended in the *First Amendment to the Master Engineer's Report dated November 2014*, dated March 2018, and as supplemented by the *Second Supplemental Engineer's Report, Phase 2B & 3A*, dated February 2018 (collectively, the "Improvement Plan") prepared the District Engineer; and

WHEREAS, pursuant to that certain *Agreement between the Towne Park Community Development District and Riverstone, LLC, Regarding the Completion of Certain Improvements*, dated June 21, 2018 (the "Completion Agreement"), incorporated herein by this reference, the Landowner agreed to cause funds to be provided to the District to complete the portion of the Assessment Area 3A Project, as set forth in the Improvement Plan, not funded by the proceeds of the Towne Park Community Development District Special Assessment Bonds, Series 2018 (Assessment Area 3A Project) (hereinafter, "Assessment Area 3A Bonds")¹; and

WHEREAS, included within the Improvements is the construction of certain parks and amenities ("Amenities"), as described in the Improvement Plan; and

WHEREAS, as consideration for ensuring that the District will issue the Assessment Area 3B Bonds, Landowner agreed to provide at least \$1,000,000.00 to the District for the construction Remaining Improvements, including the Amenities, as set forth in the Completion Agreement; and

WHEREAS, in order to comply with its obligations under the Completion Agreement, Landowner desires to place \$1,000,000.00 in escrow (the "Escrow Funds") until such time as the Landowner requests the release of the Escrow Funds ("Release" or "Request for Release of Escrow Funds"); and

¹ All capitalized terms not defined herein shall be as defined in the Completion Agreement.

WHEREAS, District and Landowner desire to enter into this Agreement to provide a dedicated source of funds for the completion of the Amenities and set forth the terms and conditions upon the use of such Escrow Funds; and

WHEREAS, upon receipt by the Escrow Agent of a Release of Escrow Funds, the Escrow Agent shall disburse the requested amount of the Escrow Funds, including interest earnings thereon, to District; and

WHEREAS, if within three (3) years from the date of execution of this Agreement, or in the event that District files for bankruptcy protection, is adjudged or declared insolvent, or is voluntarily or involuntarily dissolved under the laws of the State of Florida, or for any other reason the parties are unable or unwilling to comply with the provisions of this Agreement or the Completion Agreement, or the intent of such agreements have been frustrated, Landowner shall have the right and title to all Escrow Funds, including interest earning thereon; and

WHEREAS, Escrow Agent has agreed to hold, invest and disburse the Escrow Funds as hereinafter set forth.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.

2. DEFINITIONS. Capitalized terms which are not defined within the context of the Agreement are defined in **Exhibit A** attached hereto and made a part hereof or shall have the meanings ascribed in the Completion Agreement.

3. ESTABLISHMENT OF ESCROW ACCOUNT.

3.1. *Appointment of Escrow Agent.* Landowner and the District hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt of the Escrow Funds agrees to hold the same in a separate account and invest and distribute the Escrow Funds in accordance with this Agreement. Landowner has deposited or will cause to be deposited with Escrow Agent the Escrow Funds.

3.2. *Permitted Uses of Escrow Funds.* The District and Landowner agree that the Escrow Funds in the Escrow Account are to be used exclusively for the purpose of funding the Amenities in accordance with the Improvement Plan and as provided herein.

3.3. *Accounting.* Escrow Agent shall furnish to the District and Landowner an accounting of the receipts in, and disbursements from, the Escrow Account, upon request of either party.

3.4. The execution of this Agreement by the District and Landowner shall serve as authorization by District for Escrow Agent to represent Landowner in any and all other transactions between District and Landowner and shall serve as a waiver of any actual or potential conflict of interest now existing or arising from any future representation of Landowner by Escrow Agent in any capacity.

4. DISBURSEMENT OF ESCROW FUNDS. Escrow Agent shall disburse all of the Escrow Funds as follows:

4.1. On or before three (3) years from the Effective Date, within five (5) Business Days to the District, or any contractor that the Landowner has entered into an agreement with to construct the Amenities ("Contractor") on behalf of the Landowner, and upon Escrow Agent's receipt of a Release in substantially the form attached hereto as **Exhibit B**, and reviewed and executed by the District Secretary and the District Engineer. The disbursement shall be in an amount set forth in the Release, which amount shall not exceed the actual costs of completing the Amenities, including any legal or administrative costs associated therewith. Any excess funds remaining in the Escrow Account beyond the amount of funds necessary to complete the Amenities, when such Amenities are completed, shall be released to the District upon Escrow Agent's receipt of the Release in substantially the form attached hereto as **Exhibit C** executed by the District Secretary and District Engineer to be applied towards additional cost of Improvements and/or deferred construction costs of the Remaining Improvements.

4.2. If prior to the release of the Escrow Funds pursuant to the provisions of this Escrow Agreement, Escrow Agent receives written notice from either the District or Landowner of a dispute between the District and Landowner, Escrow Agent shall not release to Landowner or the District the Escrow Funds until this dispute has been settled or resolved to the satisfaction of a court of competent jurisdiction.

4.3. At any time and from time to time, upon receipt of a Joint Written Direction from the Landowner and the District.

5. INVESTMENT OF ESCROW FUNDS. Escrow Agent shall invest and reinvest the Escrow Funds as directed by the District Representative (subject to applicable minimum investment requirements) in: (1) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America maturing not more than twelve (12) months from the date of acquisition; or (2) any money market fund collateralized within securities of the types described above the foregoing investment category, including any money market fund managed by Escrow Agent and any of its affiliates, provided that such investment shall be consistent with the applicable investment policies of the District. District and Landowner agree to provide Escrow Agent a signed Internal Revenue Service form W-9 upon execution of this Escrow Agreement. The payee of the funds in the Escrow Account shall be deemed to have earned all of the investment income on the Escrow Funds. Notwithstanding anything to the contrary contained herein, Escrow Agent may without notice to the District or Landowner sell or liquidate any investments

at any time the proceeds are required for any release of Escrow Funds permitted or required hereunder. Escrow Agent shall not be liable or responsible for any loss, charge, load, premium cost, and/or penalty resulting from any such sale or liquidation. If an investment must be liquidated, the District and Landowner understand that Escrow Agent must receive clear funds before distributions may be made.

6. *Disputes.*

6.1. *Resolution of Disputes.* Any and all disputes arising between Landowner and District under this Agreement shall be resolved in accordance with the procedures set forth in this Agreement.

6.2. *Rights of Escrow Agent in Disputes.* If, at any time, there shall exist any dispute between Landowner and the District with respect to the holding or disposition of any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, or if at any time Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or if an Landowner Representative and a District Representative have not appointed a successor Escrow Agent if Escrow Agent resigns hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

6.2.1. suspend the performance of any of its obligations (including, without limitation, any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be); *provided, however*, that Escrow Agent shall continue to hold the Escrow Funds in accordance herewith, and/or

6.2.2. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Polk County, Florida for instructions with respect to such dispute or uncertainty, and, to the extent required by law, pay into such court all Escrow Funds held by it for holding by such court.

6.3. *Generally.* Escrow Agent shall have no liability to Landowner, the District, or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of a delay in the disbursement of Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

7. *RESIGNATION AND REMOVAL OF ESCROW AGENT.*

7.1. *Generally.* Escrow Agent may resign from the performance of its duties at any time by giving twenty (20) Business Days' prior written notice to Landowner and the District or may be removed, with or without cause, by a Joint

Written Direction to Escrow Agent at any time by the giving of ten (10) Business Days' prior written notice to Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided hereinbelow and the successor Escrow's Agent's acceptance of the appointment. Upon any such notice of resignation or removal, Landowner Representative and the District Representative jointly shall appoint a successor Escrow Agent hereunder.

7.2. *Transmittal of Funds and Records.* Upon its resignation or replacement, Escrow Agent shall pay, transfer, transmit and release any and all of the Escrow Funds and related documents and records to the successor Escrow Agent.

8. ESCROW AGENT RIGHTS.

8.1. The parties acknowledge that the obligations of Escrow Agent shall be determined solely by the express provisions of this Agreement, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent. Escrow Agent may act in reliance upon any writing, instrument, and/or signature, whether original or facsimile, which Escrow Agent, in good faith, believes to be genuine, may assume the validity, truth, and accuracy of any statement or assertion contained in such a writing or instrument, and that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or validity of any instrument deposited or delivered pursuant to this Agreement, not as to the identity, authority, or right of any person executing the same. Without limiting the foregoing, Escrow Agent shall have no responsibility to determine whether any Contractor has completed Improvements, or to determine whether Landowner or District has deposited all amounts required to be deposited by the terms of this Agreement.

8.2. Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Funds in accordance with the terms of this Agreement.

8.3. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein.

8.4. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages.

8.5. Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished, or levied

upon under any court order, or if the payment, assignment, transfer, conveyance, or delivery of the Escrow funds shall be stayed or enjoined by any court order, or if any order, judgment, or decree shall be made or entered by any court affecting the Escrow Funds, then and in any such event, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment, or decree which it is advised by its legal counsel is binding upon Escrow Agent without the need for appeal or other action. If Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment, or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. INDEMNIFICATION OF ESCROW AGENT. From and at all times after the date of this Agreement, the Landowner shall, to the fullest extent permitted by law and to the extent provided herein, defend, indemnify and hold harmless Escrow Agent and its affiliates, director, officer, employee, representatives and agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, paraprofessional fees, costs and expenses (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation, except to the extent such Losses are caused by the Escrow Agent's gross negligence or willful misconduct. All of the foregoing Losses shall be payable by the District upon demand by any Indemnified Party. The obligations of the Landowner hereunder shall survive the termination of this Agreement.

10. FEES AND EXPENSES OF ESCROW AGENT. The Landowner shall compensate Escrow Agent for its services hereunder in advance in accordance with **Exhibit D** attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses. The obligations of the Landowner under this Section shall survive any termination of this Agreement and resignation or removal of Escrow Agent.

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

If to Landowner: Riverstone, LLC
2300 N. Scenic Highway
Lake Wales, Florida 33898
Attn: John D. Alexander

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

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

If to Escrow Agent: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Winter Haven, Florida 33880
Attn: Richard Straughn

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 each party may deliver Notice on behalf of such party. 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

12. AMENDMENT OR WAIVER. This Agreement may be changed, waived, discharged or terminated only by a written agreement duly executed by the District Representative and Landowner Representative. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver of such right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

13. 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

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of State of Florida. Each party agrees and 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.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow

Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds. No third party shall be a beneficiary of this Agreement, or derive any rights or benefits, or have any causes of action, hereunder.

16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this 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 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 and their respective representatives, successors, and permitted assigns.

17. BINDING EFFECT. All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective representatives, successors and assigns of Landowner, the District and Escrow Agent.

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

19. DEALINGS. Escrow Agent and any stock holder, director, officer or employee of Escrow Agent may buy, sell and seal in any of the securities of the District and its affiliates and become pecuniarily interested in any transaction in which Landowner, or the District may be in interest, and contract and lend money to the District, or Landowner and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent from acting in any other capacity for Landowner or the District or for any other entity.

20. ASSIGNMENT. No party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such prior written approval shall be null and void.

21. AUTHORIZATION. The execution of this Agreement, including amendments hereto, 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 instrument

22. HEADINGS FOR CONVENIENCE ONLY. The descriptions heading 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.

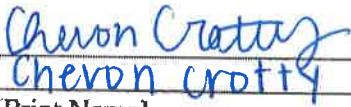
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE OF PARTIES TO ESCROW AGREEMENT]

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

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**



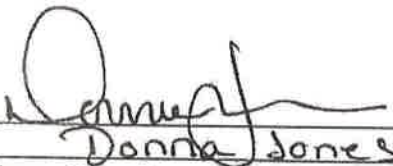
Chevon crotty
[Print Name]



D. Joel Adams
Chairperson, Board of Supervisors

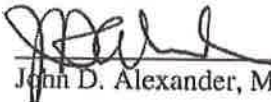
WITNESSE:

RIVERSTONE, LLC



Donna Jones
[Print Name]

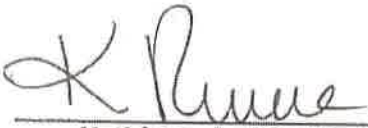
By: AtlanticBlue Capital, LLC, f/k/a
Atlantic Property Company, LLC
Its: Manager



John D. Alexander, Manager

WITNESS:

STRAUGHN & TURNER, P.A.



Kathleen A. Rivera
[Print Name]



By: Richard E. Straughn
Its: President

EXHIBIT A
DEFINITIONS

"Agreement" shall mean this Agreement together with all modifications and amendments thereof.

"District" shall have the meaning set forth in the initial sentence hereof.

"District Representative" shall mean Jane Gaarlandt, as Secretary of the Towne Park Community Development Board of Supervisors or any other person designated in writing signed by the District's Board of Supervisors and delivered to Escrow Agent and Landowner in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement. The specimen signatures for the current District Representatives are on file with Escrow Agent. No substitution or addition of a District Representative shall be effective without a specimen signature for such substitute or additional District Representative.

"Business Day" shall mean any day upon which Escrow Agent is open to the public for business.

"Effective Date" shall mean the date upon which the last of the District, Landowner, and Escrow Agent shall have executed this Agreement.

"Landowner" shall have the meaning set forth in the initial sentence hereof.

"Landowner Representative" shall mean John D. Alexander, Manager of AtlanticBlue Capital, LLC, f/k/a Atlantic Property Company, LLC, Manager of Landowner or any other person designated in writing signed by the Landowner Representative and delivered to Escrow Agent and the District in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement. The specimen signatures for the current Landowner Representatives are on file with Escrow Agent. No substitution or addition of a Landowner Representative shall be effective without a specimen signature for such substitute or additional Landowner Representative.

"Escrow Account" shall mean the account created by Escrow Agent pursuant to this Agreement.

"Escrow Agent" shall have the meaning set forth in the initial sentence hereof.

"Escrow Funds" shall mean the amount set forth in the fifth "Whereas" clause of this Agreement, and all income, interest, and dividends thereon. Each reference herein to the Escrow Funds shall be deemed a reference to a portion of such funds, or all of such funds, as applicable.

"Improvements" shall have the meaning set forth in the Recitals hereof.

"Indemnified Parties" shall have the meaning set forth in Section 9 hereof.

"Joint Written Direction" shall mean a written direction executed by a District Representative and a Landowner Representative directing Escrow Agent to take or refrain from taking an action pursuant to this Agreement.

"Losses" shall have the meaning set forth in Section 9 hereof.

"Release of Escrow Funds" shall have the meaning set forth in the Recitals hereof.

EXHIBIT B
FORM OF RELEASE – REQUEST FOR RELEASE OF ESCROW FUNDS

(This form is for use by Landowner only, before or during three (3) years from the Effective Date of the Agreement, or by Landowner and District jointly)

_____, 2020
Escrow Agent, c/o Straughn & Turner, P.A.
12051 Corporate Boulevard
Orlando, Florida 32817

Re: *Escrow Agreement* dated _____, 2020, by and among the Towne Park Community Development District (the "District"), Riverstone, LLC ("Landowner") and Escrow Agent.

Dear _____:

Pursuant to the Escrow Agreement, Escrow Agent is hereby requested and authorized to disburse: \$ _____ United States Dollars to:

To the following Payee: _____ [name]
_____ [address]

Very truly yours,

(Landowner Representative) [District Representative]

BELOW FOR USE BY ESCROW AGENT FOR REVIEW AND APPROVAL ONLY

Approved this _____ day of _____, 2020, by TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Jane Gaarlandt
Title: Secretary
Date: _____

By: _____
Name: Heather Wertz
Title: District Engineer
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Jane Gaarlandt and Heather Wertz as Secretary and District Engineer, respectively, for the Towne Park community Development District, a local unit of special purpose government, on behalf of its Board of Supervisors.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT C
FORM OF RELEASE – REQUEST FOR RELEASE OF ESCROW FUNDS

(This form is for use in the event any excess funds remain in the Escrow Account beyond the amount of funds necessary to complete the Amenities)

_____, 2020
Escrow Agent, c/o Straughn & Turner, P.A.
12051 Corporate Boulevard
Orlando, Florida 32817

Re: *Escrow Agreement* dated _____, 2020, by and among the Towne Park Community Development District (the "District"), Riverstone, LLC ("Landowner") and Escrow Agent.

Dear _____:

Please be advised that Landowner has completed the Amenities and met all applicable requirements of the Escrow Agreement. Therefore, the remaining funds in the Escrow Account may be released to the District to be applied towards additional cost of Improvements and/or deferred construction costs of the Remaining Improvements, pursuant to Section 4 of the Escrow Agreement. If you have any questions, or if I may be of any assistance, please feel free to contact me at your convenience.

Very truly yours,

(Landowner Representative)

BELOW FOR USE BY ESCROW AGENT FOR REVIEW AND APPROVAL ONLY

Approved this _____ day of _____, 2020, by TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Jane Gaarlandt
Title: Secretary
Date: _____

By: _____
Name: Heather Wertz
Title: District Engineer
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Jane Gaarlandt and Heather Wertz as Secretary and District Engineer, respectively, for the Towne Park community Development District, a local unit of special purpose government, on behalf of its Board of Supervisors.

(Official Notary Signature & Seal)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT D
FEES PAYABLE TO ESCROW AGENT

FEE SCHEDULE (guidelines)

Legal Fee:

Legal Fee (applicable towards Legal Fees and other expenses)	at cost
--	---------

Administration Fee:

Annual Administration Fee in advance (no pro-ration)	\$_____
---	---------

Activity Charges:

Disbursement/ Deposits	-0- each
Investment Transactions (Excluding Money Market Funds)	-0- Buy/Sell each
Cash Management Fee (Money Market Funds only)	0 basic points on average monthly balance
Return Checks	\$_____
1099 Preparation	-0- each
Wire	_____ _____
Out of Pocket Expenses	At cost
Additional Services	At cost

**Towne Park
Community Development District**

**Partial Termination of Temporary Construction
and Access Easement Agreement**

Prepared By and Return to:

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

PARTIAL TERMINATION OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

This **Partial Termination of Temporary Construction and Access Easement Agreement** ("Partial Termination") is made as of this ____ day of April, 2020, by **Towne Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Winter Haven, Florida, whose address is c/o PFM Group Consulting, LLC, Orlando, Florida 32817 ("District"), and is joined by **Pipkin Investment, LLC**, a Florida limited liability company ("Landowner"), whose address is 2300 N. Scenic Highway, ML 50, Lake Wales, Florida 33898

WITNESSETH:

WHEREAS, the District and Landowner are parties to that certain *Temporary Construction and Access Easement Agreement*, dated April 18, 2019, and recorded in the Official Records of Polk County, Florida in Official Records Book 10816, Page 1128-1134 (the "Easement Agreement"); and

WHEREAS, a portion of the Easement Area has been platted into individual lots that are not necessary for the District to construct the Improvements; and

WHEREAS, the District desires to release a portion of the Easement Area described in Exhibit A, attached hereto and incorporated herein (the "Release Parcels"), from the scope and effect of the Easement Agreement as is more particularly provided herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS; DEFINED TERMS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Partial Termination. Capitalized terms for which no definition is provided herein shall have the meaning ascribed to them in the Easement Agreement.

2. RELEASE OF A PORTION OF EASEMENT AREA. That portion of the Easement Area constituting the Release Parcels is hereby released and discharged from the operation and

effect of the Easement Agreement and shall no longer be subject to any of the terms and provisions of the Easement Agreement.

3. CONTINUING EFFECTIVENESS OF EASEMENT AGREEMENT. Except as to the Release Parcels and any other portions of the Easement Area previously released from the operation and effect of the Easement Agreement by the District, District confirms the continuing effectiveness of the Easement Agreement in all respects and nothing contained in this Partial Termination shall be deemed to or be construed as affecting any portion of the Easement Area other than the Release Parcel or any other portions of the Easement Area previously released from the operation and effect of the Easement Agreement by the District.

IN WITNESS WHEREOF, District has caused this instrument to be executed by its duly authorized officers effective as of the day and year first above written.

[Signature pages follow]

Signed, sealed and delivered
in the presence of:

Cheron Crotty
(Signature)

Cheron Crotty
(Print Name)

Baley Dore
(Signature)

Baley Davis
(Print Name)

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

By: [Signature]
D. Joel Adams, Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF POIK

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this 20 day of April, 2020, by D. Joel Adams, as Chairperson
of the Board of Supervisors of the Towne Park Community Development District. He is
personally known to me or has produced _____ (type of
identification) as identification.

Cara Boswell

(Official Notary Signature & Seal)

Name: Cara Boswell

Personally Known ☒

OR Produced Identification _____

Type of Identification _____

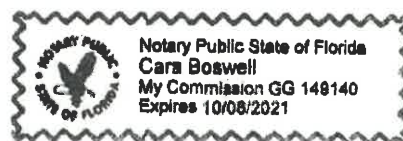


EXHIBIT "A" - Legal Description of the Release Parcels

Lots 1 through 25, Block 20; Lots 1 through 27, Block 20A; Lots 1 through 32, Block 20B; Lots 1 through 13, Block 21; Lots 1 through 16, Block 21A; Lots 1 through 37, Block 22; Lots 1 through 22, Block 22A; Lots 1 through 21, Block 23; Lots 1 through 23, Block 23A; Lots 1 through 24, Block 24; Lots 1 through 7, Block 25; Lots 1 through 26, Block 26; Lots 1 through 5, Block 27 of RIVERSTONE PHASE 2, according to the plat thereof recorded in Plat Book 177, Page 25, Public Records of Polk County, Florida.

**Towne Park
Community Development District**

Change Order

(provided under separate cover)

**Towne Park
Community Development District**

Requisitions

(provided under separate cover)

**Towne Park
Community Development District**

Payment Authorization Nos. 138 – 150

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #138-R

2/7/2020

Item No.	Payee	Invoice Number	Amount
1	FloraLawn Premier Lawn & Pest February Lawn Maintenance	88300	\$ 12,704.00
2	Grunit Pool Contractors February Pool Service & Maintenance	1346	\$ 1,350.00
3	Hopping Green & Sams General Counsel Through 12/31/2019	112378	\$ 5,208.14
4	The Lake Doctors February Water Management Services	485414	\$ 1,144.00
5	Lakeland Electric 3896 White Ibis Rd # Pmp ; Service 01/03/2020 - 02/03/2020	--	\$ 158.45
	3883 White Ibis Rd # Rec ; Service 01/02/2020 - 02/03/2020	--	\$ 844.08
	3606 Peregrine Wy # W/I ; Service 01/02/2020 - 02/03/2020	--	\$ 62.29
6	PFM Group Consulting Reimbursables: November 2019	OE-EXP-00585	\$ 75.91
Total			\$ 21,546.87


Chairperson

RECEIVED FEB 10 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #139

2/14/2020

Item No.	Payee	Invoice Number	Amount
1	Business Observer Legal Advertising on 02/07/2020	20-00222K	\$ 52.50
2	FloraLawn January Addendum - Additional Landscaping	87988-B	\$ 7,605.00
3	PFM Group Consulting Reimbursables: December 2019	OE-EXP-00642	\$ 34.72
Total			\$ 7,692.22


Chairperson

RECEIVED FEB 18 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #140

2/21/2020

Item No.	Payee	Invoice Number	Amount
1	FloraLawn February Irrigation Repairs	88526	\$ 148.37
2	Fuqua Janitorial Services February Office Cleaning	8039	\$ 760.00
3	PFM Group Consulting Reimbursables: August 2019	106373	\$ 36.61
	Reimbursables: November 2019	107878	\$ 80.18
	Reimbursables: December 2019	107981	\$ 59.40
	DM Fee: February 2020	DM-02-2020-0072	\$ 2,083.33
	Website Fee: February 2020	DM-02-2020-0073	\$ 100.00
Total			\$ 3,267.89



Chairperson


RECEIVED FEB 25 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #141

2/28/2020

Item No.	Payee	Invoice Number	Amount
1	FloraLawn March Landscaping	88696	\$ 12,704.00
2	Hopping Green & Sams General Counsel Through 01/31/2020	112979	\$ 2,353.48
3	PFM Group Consulting January Reimbursables	OE-EXP-00700	\$ 80.05
4	Spectrum Business 3883 White Ibis Road ; Service 02/24/2020 - 03/23/2020	---	\$ 104.98
Total			\$ 15,242.51



Chairperson

RECEIVED MAR 09 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #142

3/6/2020

Item No.	Payee	Invoice Number	Amount
1	Business Observer Legal Advertising on 02/28/2020	20-00395K	\$ 50.31
2	Carr Riggs & Ingram FY 2019 Audit	16838674	\$ 1,500.00
3	FloraLawn Premier Lawn & Pest Irrigation Repairs	88826	\$ 584.91
4	Grunit Pool Contractors March Pool Service & Maintenance	1363	\$ 1,350.00
5	The Lake Doctors March Water Management Services	491264	\$ 1,144.00
6	Lakeland Electric 3606 Peregrine Wy # W/I ; Service 02/03/2020 - 03/03/2020	--	\$ 226.99
	3883 White Ibis Rd # Rec ; Service 02/03/2020 - 03/03/2020	--	\$ 782.11
	3896 White Ibis Rd # Pmp ; Service 02/03/2020 - 03/03/2020	--	\$ 215.95
7	Supervisor Fees - 12/12/2019 Meeting Scott Shapiro	--	\$ 200.00
	Brian Walsh	--	\$ 200.00
	Joel Adams	--	\$ 200.00
	Jeffrey Shenefield	--	\$ 200.00
8	Supervisor Fees - 02/13/2020 Meeting Scott Shapiro	--	\$ 200.00
	Brian Walsh	--	\$ 200.00
	Joel Adams	--	\$ 200.00
	Jeffrey Shenefield	--	\$ 200.00
9	Supervisor Fees - 02/26/2020 Meeting Rennie Heath	--	\$ 200.00
	Brian Walsh	--	\$ 200.00
	Joel Adams	--	\$ 200.00
	Jeffrey Shenefield	--	\$ 200.00
		Total	\$ 8,254.27


Chairperson


RECEIVED MAR 09 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #143

3/13/2020

Item No.	Payee	Invoice Number	Amount
1	The Ledger Legal Advertising on 02/27/2020	L060G0J6AD	\$ 276.50
2	PFM Group Consulting DM Fee: March 2020 Website Fee: March 2020	DM-03-2020-0072 DM-03-2020-0073	\$ 2,083.33 \$ 100.00
Total			\$ 2,459.83


Chairperson


RECEIVED MAR 16 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #144

3/20/2020

Item No.	Payee	Invoice Number	Amount
1	Fuqua Janitorial Services March Pool Area & Clubhouse Cleaning	8067	\$ 1,135.00
Total			\$ 1,135.00



Chairperson

RECEIVED MAR 24 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #145

3/27/2020

Item No.	Payee	Invoice Number	Amount
1	Hopping Green & Sams General Counsel Through 02/29/2020	113677	\$ 3,370.06
Total			\$ 3,370.06



Chairperson

RECEIVED MAR 31 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #146

4/3/2020

Item No.	Payee	Invoice Number	Amount
1	Business Observer		
	Legal Advertising on 03/27/2020	20-00554K	\$ 61.25
	Legal Advertising on 03/27/2020	20-00556K	\$ 32.81
2	Carr Riggs & Ingram		
	FY 2019 Audit	16862616	\$ 1,000.00
3	FloraLawn Premier Lawn & Pest		
	April Landscaping	89142	\$ 12,704.00
4	Grunit Pool Contractors		
	April Pool Service & Maintenance	1380	\$ 1,350.00
5	Spectrum Business		
	3883 White Ibis Road ; Service 03/24/2020 - 04/23/2020	---	\$ 104.98
Total			\$ 15,253.04



Chairperson


RECEIVED APR 07 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #147

4/10/2020

Item No.	Payee	Invoice Number	Amount
1	Absolute Engineering Engineering Services Through 03/31/2020	20219	\$ 235.00
2	Carr Riggs & Ingram FY 2019 Audit	16866890	\$ 1,500.00
3	The Lake Doctors April Water Management Services	497527	\$ 1,144.00
4	Lakeland Electric 3606 Peregrine Wy # W/I ; Service 03/03/2020 - 04/01/2020	--	\$ 44.70
	3883 White Ibis Rd # Rec ; Service 03/03/2020 - 04/02/2020	--	\$ 662.81
	3896 White Ibis Rd # Pmp ; Service 03/03/2020 - 04/02/2020	--	\$ 321.19
Total			\$ 3,907.70



Chairperson

RECEIVED APR 13 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #148

4/17/2020

Item No.	Payee	Invoice Number	Amount
1	Business Observer Legal Advertising on 04/10/2020	20-00611K	\$ 205.63
2	FloraLawn Premier Lawn & Pest Mainline Repair	89297	\$ 125.79
3	Fuqua Janitorial Services April Pool Area Cleaning	8096	\$ 855.00
		Total	\$ 1,186.42



Chairperson

RECEIVED APR 20 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #149-R

4/24/2020

Item No.	Payee	Invoice Number	Amount
1	PFM Group Consulting		
	DM Fee: April 2020	DM-04-2020-0072	\$ 2,083.33
	Website Fee: April 2020	DM-04-2020-0073	\$ 100.00
Total			\$ 2,183.33



Chairperson

RECEIVED APR 29 2020

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #150

5/1/2020

Item No.	Payee	Invoice Number	Amount
1	FloraLawn Premier Lawn & Pest May Landscaping	89527	\$ 12,704.00
2	Grunit Pool Contractors Pool Filter Installation	1372	\$ 900.00
3	Hopping Green & Sams General Counsel Through 03/31/2020	114336	\$ 3,077.58
4	Spectrum Business 3883 White Ibis Road ; Service 04/24/2020 - 05/23/2020	77420101042520	\$ 104.98
Total			\$ 16,786.56



Chairperson

RECEIVED MAY 04 2020

**Towne Park
Community Development District**

Monthly Financials

Towne Park CDD
Statement of Financial Position
As of 3/31/2020

	General Fund	Debt Service, S2016, S2018	Debt Service, S2019	Capital Projects, S2016, S2018	Capital Projects, S2019	Long Term Debt Group	Total
<u>Assets</u>							
<u>Current Assets</u>							
General Checking Account	\$307,285.34						\$307,285.34
Due From Other Funds	29,683.28						29,683.28
Deposits	4,500.00						4,500.00
Due From Other Funds		\$471.96					471.96
Debt Service Reserve S2016		113,137.50					113,137.50
Debt Service Reserve S2018-2B		108,628.12					108,628.12
Debt Service Reserve S2018-3A		287,548.44					287,548.44
Revenue S2016		20,620.50					20,620.50
Revenue S2018-2B		83,804.55					83,804.55
Revenue S2018-3A		621,755.21					621,755.21
Prepayment S2016		637.32					637.32
Prepayment S2018-2B		586,140.68					586,140.68
Prepayment S2018-3A		796,665.10					796,665.10
Capitalized Interest S2018-3A		0.01					0.01
Debt Service Reserve S2019-3B			\$335,843.76				335,843.76
Debt Service Reserve S2019-3C			322,120.00				322,120.00
Revenue S2019-3B			3,696.59				3,696.59
Revenue S2019-3C			1,188.61				1,188.61
Interest S2019-3B			1,520.62				1,520.62
Capitalized Interest S2019-3B			120,484.37				120,484.37
Capitalized Interest S2019-3C			93,772.05				93,772.05
Accounts Receivable - Due from Developer				\$65,009.44			65,009.44
Acquisition/Construction S2016				0.21			0.21
Acquisition/Construction S2018-2B				68.47			68.47
Acquisition/Construction S2018-3A				51,045.42			51,045.42
Acquisition/Construction S2019-3B					\$215,633.17		215,633.17
Acquisition/Construction S2019-3C					1,902,779.24		1,902,779.24
Cost of Issuance S2019-3C					984.35		984.35
Total Current Assets	\$341,468.62	\$2,619,409.39	\$878,626.00	\$116,123.54	\$2,119,396.76	\$0.00	\$6,075,024.31

Towne Park CDD
Statement of Financial Position
As of 3/31/2020

	General Fund	Debt Service, S2016, S2018	Debt Service, S2019	Capital Projects, S2016, S2018	Capital Projects, S2019	Long Term Debt Group	Total
<u>Investments</u>							
Amount Available in Debt Service Funds						\$3,497,563.43	\$3,497,563.43
Amount To Be Provided						20,397,436.57	20,397,436.57
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$23,895,000.00</u>	<u>\$23,895,000.00</u>
Total Assets	<u><u>\$341,468.62</u></u>	<u><u>\$2,619,409.39</u></u>	<u><u>\$878,626.00</u></u>	<u><u>\$116,123.54</u></u>	<u><u>\$2,119,396.76</u></u>	<u><u>\$23,895,000.00</u></u>	<u><u>\$29,970,024.31</u></u>
<u>Liabilities and Net Assets</u>							
<u>Current Liabilities</u>							
Accounts Payable	\$8,439.19						\$8,439.19
Due To Other Funds		\$29,683.28					29,683.28
Accounts Payable				\$116,054.86			116,054.86
Deferred Revenue				65,009.44			65,009.44
Retainage Payable S2018-3A				62,894.99			62,894.99
Accounts Payable					\$1,558,159.47		1,558,159.47
Retainage Payable S2019-3C					330,922.08		330,922.08
Total Current Liabilities	<u>\$8,439.19</u>	<u>\$29,683.28</u>	<u>\$0.00</u>	<u>\$243,959.29</u>	<u>\$1,889,081.55</u>	<u>\$0.00</u>	<u>\$2,171,163.31</u>
<u>Long Term Liabilities</u>							
Revenue Bonds Payable - Long-Term						\$23,895,000.00	\$23,895,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$23,895,000.00</u>	<u>\$23,895,000.00</u>
Total Liabilities	<u><u>\$8,439.19</u></u>	<u><u>\$29,683.28</u></u>	<u><u>\$0.00</u></u>	<u><u>\$243,959.29</u></u>	<u><u>\$1,889,081.55</u></u>	<u><u>\$23,895,000.00</u></u>	<u><u>\$26,066,163.31</u></u>

Towne Park CDD
Statement of Financial Position
As of 3/31/2020

	General Fund	Debt Service, S2016, S2018	Debt Service, S2019	Capital Projects, S2016, S2018	Capital Projects, S2019	Long Term Debt Group	Total
<u>Net Assets</u>							
Net Assets, Unrestricted	\$186.20						\$186.20
Net Assets - General Government	72,515.13						72,515.13
Current Year Net Assets - General Government	260,328.10						260,328.10
Net Assets, Unrestricted		\$971,408.78					971,408.78
Current Year Net Assets, Unrestricted		1,618,317.33					1,618,317.33
Net Assets, Unrestricted			\$510,404.94				510,404.94
Current Year Net Assets, Unrestricted			368,221.06				368,221.06
Net Assets, Unrestricted				(\$882,719.11)			(882,719.11)
Current Year Net Assets, Unrestricted				754,883.36			754,883.36
Net Assets, Unrestricted					\$3,227,198.46		3,227,198.46
Current Year Net Assets, Unrestricted					(2,996,883.25)		(2,996,883.25)
Total Net Assets	<u>\$333,029.43</u>	<u>\$2,589,726.11</u>	<u>\$878,626.00</u>	<u>(\$127,835.75)</u>	<u>\$230,315.21</u>	<u>\$0.00</u>	<u>\$3,903,861.00</u>
Total Liabilities and Net Assets	<u>\$341,468.62</u>	<u>\$2,619,409.39</u>	<u>\$878,626.00</u>	<u>\$116,123.54</u>	<u>\$2,119,396.76</u>	<u>\$23,895,000.00</u>	<u>\$29,970,024.31</u>

Towne Park CDD
Statement of Activities
As of 3/31/2020

	General Fund	Debt Service, S2016, S2018	Debt Service, S2019	Capital Projects, S2016, S2018	Capital Projects, S2019	Long Term Debt Group	Total
<u>Revenues</u>							
On-Roll Assessments	\$88,553.46						\$88,553.46
Off-Roll Assessments	336,709.37						336,709.37
Other Income & Other Financing Sources	538.29						538.29
On-Roll Assessments		\$224,134.71					224,134.71
Off-Roll Assessments		331,106.86					331,106.86
Other Assessments		3,680,348.08					3,680,348.08
Inter-Fund Group Transfers In			\$1,520.62				1,520.62
Debt Proceeds			415,892.05				415,892.05
Developer Contributions				\$1,566,281.66			1,566,281.66
Other Income & Other Financing Sources				16,500.00			16,500.00
Inter-Fund Transfers In				2,492.40			2,492.40
Developer Contributions					\$96,290.00		96,290.00
Other Income & Other Financing Sources					5,202.00		5,202.00
Inter-Fund Transfers In					(4,013.02)		(4,013.02)
Debt Proceeds					4,729,107.95		4,729,107.95
Total Revenues	\$425,801.12	\$4,235,589.65	\$417,412.67	\$1,585,274.06	\$4,826,586.93	\$0.00	\$11,490,664.43
<u>Expenses</u>							
Supervisor Fees	\$3,800.00						\$3,800.00
D&O Insurance	2,415.00						2,415.00
Trustee Services	8,808.58						8,808.58
Management	12,499.98						12,499.98
Field Management	139.58						139.58
Engineering	235.00						235.00
Dissemination Agent	5,500.00						5,500.00
District Counsel	22,414.44						22,414.44
Assessment Administration	12,500.00						12,500.00
Audit	1,500.00						1,500.00
Travel and Per Diem	36.61						36.61
Postage & Shipping	297.44						297.44
Copies	50.40						50.40
Legal Advertising	2,245.83						2,245.83
Contingency	32.75						32.75
Web Site Maintenance	600.00						600.00
Dues, Licenses, and Fees	175.00						175.00

Towne Park CDD
Statement of Activities
As of 3/31/2020

	General Fund	Debt Service, S2016, S2018	Debt Service, S2019	Capital Projects, S2016, S2018	Capital Projects, S2019	Long Term Debt Group	Total
Clubhouse Electric	3,937.17						3,937.17
Water	942.32						942.32
Lake/Pond Repair & Maintenance	6,864.00						6,864.00
Amenity - Pool Maintenance	8,700.00						8,700.00
Amenity - Janitorial	3,663.00						3,663.00
Amenity - Internet	559.88						559.88
General Insurance	3,020.00						3,020.00
Property & Casualty	11,616.00						11,616.00
Landscaping Maintenance & Material	50,631.26						50,631.26
Pest Control	1,650.00						1,650.00
Facility Repair & Maintenance	780.00						780.00
Principal Payments - Series 2016		\$25,000.00					25,000.00
Principal Payments - Series 2018-2B		185,000.00					185,000.00
Principal Payments - Series 2018-3A		1,980,000.00					1,980,000.00
Interest Payments - Series 2016		42,468.76					42,468.76
Interest Payments - Series 2018-2B		92,012.51					92,012.51
Interest Payments - Series 2018-3A		305,046.88					305,046.88
Interest Payments - Series 2019-3B			\$52,879.26				52,879.26
Engineering				\$78,840.83			78,840.83
Landscaping Maintenance & Material				238,517.07			238,517.07
Contingency				513,923.35			513,923.35
Trustee Services					\$4,900.00		4,900.00
Management					10,000.00		10,000.00
Engineering					356,109.96		356,109.96
District Counsel					57,750.19		57,750.19
Trustee Counsel					5,000.00		5,000.00
Bond Counsel					91,500.00		91,500.00
Assessment Administration					25,000.00		25,000.00
Landscaping Maintenance & Material					96,290.00		96,290.00
Contingency					7,132,321.13		7,132,321.13
Capital Expenditures					66,530.34		66,530.34
Total Expenses	\$165,614.24	\$2,629,528.15	\$52,879.26	\$831,281.25	\$7,845,401.62	\$0.00	\$11,524,704.52

Towne Park CDD
Statement of Activities
As of 3/31/2020

	General Fund	Debt Service, S2016, S2018	Debt Service, S2019	Capital Projects, S2016, S2018	Capital Projects, S2019	Long Term Debt Group	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>							
Interest Income	\$141.22						\$141.22
Interest Income		\$12,255.83					12,255.83
Interest Income			\$3,687.65				3,687.65
Interest Income				\$890.55			890.55
Interest Income					\$21,931.44		21,931.44
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$141.22</u>	<u>\$12,255.83</u>	<u>\$3,687.65</u>	<u>\$890.55</u>	<u>\$21,931.44</u>	<u>\$0.00</u>	<u>\$38,906.69</u>
Change In Net Assets	\$260,328.10	\$1,618,317.33	\$368,221.06	\$754,883.36	(\$2,996,883.25)	\$0.00	\$4,866.60
Net Assets At Beginning Of Year	<u>\$72,701.33</u>	<u>\$971,408.78</u>	<u>\$510,404.94</u>	<u>(\$882,719.11)</u>	<u>\$3,227,198.46</u>	<u>\$0.00</u>	<u>\$3,898,994.40</u>
Net Assets At End Of Year	<u><u>\$333,029.43</u></u>	<u><u>\$2,589,726.11</u></u>	<u><u>\$878,626.00</u></u>	<u><u>(\$127,835.75)</u></u>	<u><u>\$230,315.21</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,903,861.00</u></u>

Towne Park CDD
Budget to Actual
For the Month Ending 03/31/2020

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Assessments	\$ 425,262.83	\$ 215,475.00	\$ 209,787.83	\$ 430,950.00
Other Income & Other Financing Sources	538.29	-	538.29	-
Net Revenues	\$ 425,801.12	\$ 215,475.00	\$ 210,326.12	\$ 430,950.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 3,800.00	\$ 2,000.00	\$ 1,800.00	\$ 4,000.00
D&O Insurance	2,415.00	1,300.00	1,115.00	2,600.00
Trustee Services	8,808.58	5,500.00	3,308.58	11,000.00
Management	12,499.98	12,500.00	(0.02)	25,000.00
Field Management	139.58	600.00	(460.42)	1,200.00
Engineering	235.00	5,000.00	(4,765.00)	10,000.00
Dissemination Agent	5,500.00	2,750.00	2,750.00	5,500.00
District Counsel	22,414.44	10,000.00	12,414.44	20,000.00
Assessment Administration	12,500.00	6,250.00	6,250.00	12,500.00
Reamortization Schedules	-	250.00	(250.00)	500.00
Audit	1,500.00	5,000.00	(3,500.00)	10,000.00
Travel and Per Diem	36.61	-	36.61	-
Telephone	-	100.00	(100.00)	200.00
Postage & Shipping	297.44	75.00	222.44	150.00
Copies	50.40	500.00	(449.60)	1,000.00
Legal Advertising	2,245.83	1,500.00	745.83	3,000.00
Miscellaneous, Contingency	32.75	7,500.00	(7,467.25)	15,000.00
Web Site Maintenance	600.00	1,200.00	(600.00)	2,400.00
Dues, Licenses, and Fees	175.00	125.00	50.00	250.00
Water	-	4,000.00	(4,000.00)	8,000.00
Pond Maintenance	6,864.00	12,500.00	(5,636.00)	25,000.00
General Liability Insurance	3,020.00	1,625.00	1,395.00	3,250.00
Property & Casualty Insurance	11,616.00	10,000.00	1,616.00	20,000.00
Landscaping Maintenance & Material	50,631.26	90,000.00	(39,368.74)	180,000.00
Hurricane Cleanup	-	2,500.00	(2,500.00)	5,000.00
Total General & Administrative Expenses	\$ 145,381.87	\$ 182,775.00	\$ (37,393.13)	\$ 365,550.00

Towne Park CDD
 Budget to Actual
 For the Month Ending 03/31/2020

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<u>Pool & Clubhouse #1</u>				
Maintenance Staff	\$ -	\$ 500.00	\$ (500.00)	\$ 1,000.00
Electric	3,937.17	5,000.00	(1,062.83)	10,000.00
Water	942.32	2,500.00	(1,557.68)	5,000.00
Pool Maintenance & Repairs	8,700.00	6,000.00	2,700.00	12,000.00
Janitorial Expenses	3,663.00	3,000.00	663.00	6,000.00
Pest Control	1,650.00	250.00	1,400.00	500.00
Internet/Phone	559.88	500.00	59.88	1,000.00
Facility Repair & Maintenance	780.00	1,250.00	(470.00)	2,500.00
Facility Management	-	1,200.00	(1,200.00)	2,400.00
	<u>\$ 20,232.37</u>	<u>\$ 20,200.00</u>	<u>\$ 32.37</u>	<u>\$ 40,400.00</u>
<u>Pool & Clubhouse #2</u>				
Maintenance Staff	\$ -	\$ 900.00	\$ (900.00)	\$ 1,800.00
Electric	-	2,900.00	(2,900.00)	5,800.00
Water	-	1,450.00	(1,450.00)	2,900.00
Pool Maintenance & Repairs	-	3,500.00	(3,500.00)	7,000.00
Janitorial Expenses	-	1,750.00	(1,750.00)	3,500.00
Pest Control	-	150.00	(150.00)	300.00
Internet/Phone	-	250.00	(250.00)	500.00
Facility Repair & Maintenance	-	700.00	(700.00)	1,400.00
Facility Management	-	900.00	(900.00)	1,800.00
Total Pool & Clubhouse Expenses	<u>\$ -</u>	<u>\$ 12,500.00</u>	<u>\$ (12,500.00)</u>	<u>\$ 25,000.00</u>
Total Expenses	<u>\$ 165,614.24</u>	<u>\$ 215,475.00</u>	<u>\$ (49,860.76)</u>	<u>\$ 430,950.00</u>
Income (Loss) from Operations	<u>\$ 260,186.88</u>	<u>\$ -</u>	<u>\$ 260,186.88</u>	<u>\$ -</u>
<u>Other Income (Expense)</u>				
Interest Income	\$ 141.22	\$ -	\$ 141.22	\$ -
Total Other Income (Expense)	<u>\$ 141.22</u>	<u>\$ -</u>	<u>\$ 141.22</u>	<u>\$ -</u>
Net Income (Loss)	<u><u>\$ 260,328.10</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 260,328.10</u></u>	<u><u>\$ -</u></u>

**Towne Park
Community Development District**

Staff Reports