

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, June 11, 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. **Resignation of Scott Shapiro**
2. **Consideration of appointment to Seat 3 to fill vacancy**
3. **Consideration of Minutes of the May 14, 2020 Board of Supervisors Meeting**

Business Matters

4. **Consideration of Proposal(s) for Riverstone Ponds Maintenance** (*provided under separate cover*)
5. **Review of the District's Amenity Policies**
6. **Discussion of Re-Opening of District Amenities**
7. **Ratification of approved escrow fund releases Nos. 4 & 5**

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

2020 MAR 20 AM 9:38

FILED

**Towne Park
Community Development District**

Resignation

From: [Christina Hanna](#)
To: [Christina Hanna](#)
Subject: Resignation from the Town Park CDD Board
Date: Friday, June 5, 2020 2:58:40 PM

From: Scott Shapiro <scott@lminv.com>
Sent: Wednesday, May 20, 2020 11:52 AM
To: Jane Gaarlandt <gaarlandtj@pfm.com>
Subject: Resignation from the Town Park CDD Board

EXTERNAL EMAIL: Use care with links and attachments.

Good afternoon.

Lets this email serve as my notice to resign from the above CDD board.

Thank you.

Scott Shapiro
Tampa, Florida 33606
Cell (770) 378 9695
Email: Scott@lminv.com

**Towne Park
Community Development District**

Appointment to Vacant Chair

**Towne Park
Community Development District**

Minutes

MINUTES OF MEETING

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS' MEETING

Thursday, May 14, 2020 at 11:00 a.m.

Via conference call due to the COVID-19 Executive Order 20-69.

Board Members present at roll call:

Brian Walsh	Vice Chairman	(via phone)
Jeffery Shenefield	Assistant Secretary	(via phone)
Rennie Heath	Assistant Secretary	(via phone)
Scott Shapiro	Assistant Secretary	(via phone)

Also Present:

Jane Gaarlandt	PFM	(via phone)
Christina Hanna	PFM	(via phone)
Jennifer Glasgow	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Dexter Glasgow	PFM	(via phone)
Michelle Rigoni	Hopping Green & Sams, P.A.	(via phone)
Roy Van Wyk	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 11:00 a.m. The Board Members and staff in attendance are as outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the March 12, 2020 Board of Supervisors' Meeting

The Board reviewed the minutes of the March 12, 2020 Board of Supervisors' Meeting.

ON MOTION by Mr. Shenefield, seconded by Mr. Walsh, with all in favor, the Board approved the Minutes of the March 12, 2020 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

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

Ms. Gaarlandt noted as of April 14, 2020 there were 267 registered voters within the District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-13,
Designating, Date, Time, and Location
for a Landowners Meeting and
Election**

District staff suggested November 12, 2020 as the date of the Landowners' Election which is also the regular meeting date for the Board of Supervisors'. If the District only holds the Landowners' Election and no meeting is required the District will only need a representative of the Landowner or proxyholder to attend.

Ms. Rigoni noted the District will be transitioning to a resident controlled Board. Two of the three Board seats that are expiring this year will go to General Election and the remaining seat will go to Landowners' Election. Resolution 2020-13 designates that one seat for Landowner Election. The Board needs to decide which seat will go to Landowners Election and which two will go to General Election.

The three seats that have terms expiring November 2020 are Seat 1 held by Mr. Walsh, Seat 4 held by Mr. Adams, and Seat 5 held by Mr. Shenefield. Mr. Shapiro noted he is thinking of resigning. A discussion took place about appointing a Board Member whose Seat is expiring to Mr. Shapiro's seat. A discussion took place to keep Seat 4 held by Mr. Adams as the Landowner Elected Seat.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board approved Resolution 2020-13, Designating a Date, Time and Location for a landowners' Meeting or Election for November 12, 2020 at 11:00 a.m.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2020-14,
Regarding General Election**

Ms. Rigoni noted the remaining seats 1 and 5 will be going to General Election as a result of Board deciding that seat 4 will be subject to Landowners' Election. This Resolution directs the Polk County Supervisor of Elections to conduct elections for the District along with the General Election of the rest of the State.

ON MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Board approved Resolution 2020-14, Regarding General Election.

SEVENTH ORDER OF BUSINESS

Public Hearing on the Adoption of the Amended and Restated Rules of Procedure

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of resolution 2020-15, Adopting the Amended and Restated Rules of Procedure**

Ms. Gaarlandt noted the required Rule Development and Rulemaking noticed were run in the newspaper prior to the public hearing. She requested a motion to open the public hearing.

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

There were no public comments. Ms. Gaarlandt requested a motion to close the public hearing,

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

Ms. Gaarlandt noted these were the Amended and Restated Rules of Procedure previously presented to the Board. She requested a motion to approve Resolution 2020-15.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2020-15, Adopting the Amended and Restated Rules of Procedure.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2020-16,
Approving a Proposed Budget for
Fiscal Year 2020-2021 and Setting a
Public Hearing Date Thereon**

District staff suggested July 16, 2020 as the public hearing date. District staff is proposing an increase of approximately \$30,000.00 to the Budget.

Ms. Rigoni asked District Management staff if Riverstone Phases 5 & 6 are being assessed their share of the O & M based on an ERU value. Ms. Glasgow noted it was added because it was brought to their attention yesterday and it had not been added in previous years. She spoke to Mr. Plenzler who did not see an issue with adding Riverstone Phases 5 & 6. The acreage is 125.54 acres and adds an ERU of .05 based on previous years the District used that ERU for unplatted land. Mr. Walsh asked if this is all the lots that are currently platted or soon to be platted. Ms. Glasgow responded yes and she worked with Mr. Heath to make sure that the District would have these lots platted so Phase 2A through Phase 3C will have all their lots platted as planned and the age of the acreage of Phases 5 and 6. The lots will be platted by October 1, 2020.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2020-16, Approving a Proposed Budget for Fiscal year 2021 and Setting a Public Hearing Date for July 16, 2020.

NINTH ORDER OF BUSINESS**Conveyance of Stormwater Ponds**

Ms. Rigoni noted this item can be tabled. Per Board direction at the last meeting she has been working with the Engineer to get some of the common area tract conveyed over to the District. At this time, she is working on transitioning permitting to the operational phase.

Ms. Wertz is still waiting on the Swiftmud transfer to operation for Towne Park Phase 2A and 2B which is also holding up Riverstone Phase 1 and Riverstone Phase 2. Once that is transferred the can do the pond conveyance.

TENTH ORDER OF BUSINESS**Consideration of Proposal(s) for
Riverstone Pond Maintenance**

This will be tabled for a future meeting.

ELEVENTH ORDER OF BUSINESS**Review of District Amenity Policies**

A discussion took place about the District Amenity Policies. There was previous discussion about eliminating the rental fee. Another request related to fishing in the pond. This will be kept on the agenda for the next meeting. Mr. Heath would like to review it. Mr. Van Wyk recommended that the Board waive the fee for now.

TWELFTH ORDER OF BUSINESS**Discussion of Re-Opening of District Amenities**

Mr. Van Wyk explained District Amenities are in Phase 1 in the opening of the State. If the District wants to open Amenity Facilities it would have to provide staff on site to deep clean and make sure items are clean and enforce social distancing. Mr. Van Wyk recommended keeping the Amenities closed until Phase 2 of the State opening and reintroduce it.

ON MOTION by Mr. Heath seconded by Mr. Walsh, with all in favor, the Board approved keeping the District Amenities closed until Phase 2 of the opening of the State and reintroduce the item on the agenda.

THIRTEENTH ORDER OF BUSINESS**Ratification of Escrow Agreement**

This is an Escrow Agreement between the Developer and the District for the holding of some funds for the construction of the Amenity Facility. It has already been executed by the Chair and just needs ratified by the Board. Part of this ratification of the Chair's execution of the First Requisition from the Amenity Escrow Agreement.

ON MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the Board ratified the Escrow Agreement.

FOURTEENTH ORDER OF BUSINESS**Ratification of Partial Termination of Temporary Construction and Access Easement Agreement**

Mr. Van Wyk explained as the District builds out, they obtain the Construction Easement over the parcels that are in the unplatted lands. As the lands are platted the District releases the lots from the Construction Easement and eventually the Construction Easement goes away when the District gets the full platting and then get the transfer of the parcels that go to the District.

The Partial Termination of Temporary Construction Easement releases the lien on the platted lots.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board ratified the Partial Termination of Temporary Constriction and Access Easement.

FIFTEENTH ORDER OF BUSINESS

Ratification of Pay Applications

- a) Phase 3A #19-20
- b) Riverstone Phase 2 #6-9
- c) Riverstone Phase 3 & 4 #6-9

The Board reviewed Pay Applications. These have been previously approved by the Chair and just need to be ratified by the Board.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board ratified Pay Applications.

SIXTEENTH ORDER OF BUSINESS

Ratification of approved escrow fund releases Nos. 1 & 3

The Board reviewed the escrow fund releases Nos 1 & 3.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board ratified approved escrow fund releases Nos 1 & 3.

SEVENTEENTH ORDER OF BUSINESS

Ratification of Payment Authorizations No. 138 - 150

The Board reviewed Payment Authorizations Nos. 138 – 150.

ON MOTION by Mr. Walsh, seconded by Mr. Heath, with all in favor, the Board ratified Payment Authorizations Nos. 138 – 150.

EIGHTEENTH ORDER OF BUSINESS

Review of Monthly Financials

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

NINETEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager – No Report

TWENTIETH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or audience comments.

TWENTY-FIRST 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**

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: _____

**Towne Park
Community Development District**

Re-Opening of District Amenities

(provided under separate cover)

**Towne Park
Community Development District**

Approved Escrow Fund Releases

EXHIBIT B

FORM OF RELEASE – REQUEST FOR RELEASE OF ESCROW FUNDS

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

May 8, 2020
Escrow Agent, c/o Straughn & Turner, P.A.
255 Magnolia Avenue Southwest
Winter Haven, Florida 33880

Re: "Escrow Agreement" dated April 1, 2020, by and among the Towne Park Community Development District (the "District"), Riverstone, LLC ("Landowner") and Escrow Agent.



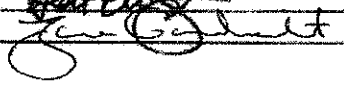
Dear Mr. Straughn:

Pursuant to the Escrow Agreement, Escrow Agent is hereby authorized to disburse \$14,093.16 United States Dollars to the following Payee: County Materials Corporation
PO Box 38
Marathon, WI 54448-0038

This Request for Release is made for the payment of approved expenses related to the project as described in the Escrow Agreement mentioned above.

Very truly yours,
Towne Park CDD

IN WITNESS WHEREOF, this Request for Release is Reviewed and Approved by:

Landowner		[sign]	John D. Alexander, Manager	<u>5-20-20</u>	[date]
District		[sign]	Heather Wertz, District Engineer	<u>5-11-20</u>	[date]
		[sign]	Jane Gaarlandt, District Secretary	<u>5-11-20</u>	[date]

BELOW FOR USE BY ESCROW AGENT ONLY FOR REVIEW AND APPROVAL OF RELEASE

APPROVED this _____ day of _____, 20__, by Straughn & Turner, P.A., as Escrow Agent.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Richard E. Straughn, as President of Straughn & Turner, P.A., Escrow Agent under that Escrow Agreement (Towne Park Community Development District Riverstone Amenities), dated April 1, 2020.

(Official Notary Signature & Seal)

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

Amanda Lane

From: Nicole Hill <nhill@WHMSFL.COM>
Sent: Wednesday, May 6, 2020 3:37 PM
To: Amanda Lane
Cc: Jane Gaarlandt
Subject: RE: Towne Park - Amenity escrow

From: Nicole Hill [<mailto:nhill@WHMSFL.COM>]
Sent: Wednesday, May 6, 2020 1:19 PM
To: Amanda Lane <lanea@pfm.com>
Cc: Jane Gaarlandt <gaarlandtj@pfm.com>
Subject: RE: Towne Park - Amenity escrow

Yes, thank you.

From: Amanda Lane <lanea@pfm.com>
Sent: Wednesday, May 6, 2020 11:41 AM
To: Nicole Hill <nhill@WHMSFL.COM>
Cc: Jane Gaarlandt <gaarlandtj@pfm.com>
Subject: RE: Towne Park - Amenity escrow

Nicole,

I will plan to prep the amenity escrow sheet(s) for the following:

- \$3,961.26 payable to Towne Park (originally paid on March 24 by trustee to County Materials on req 258) to be deposited to the 3A trust account.
- \$51,081.25 payable to Towne Park (originally paid on April 2 by trustee to QGS on req 261) to be deposited to the 3A trust account.
- \$64,973.61 payable to QGS for the remainder of pay app 16
 - \$65,009.44 was originally put on FR 13 to be paid by developer. I haven't received that check yet. When I do, I'll return it, uncashed.
- **\$14,093.16 payable to County Materials**
 - \$15,783.16 was put on FR 15 to be paid by the developer. I haven't received that check yet. When I do, I'll cash it for the portion that relates to Hamilton Engineering and send back the remaining amount.
- \$58,304.24 payable to QGS
 - \$73,854.24 was put on FR 16 to be paid by the developer. I haven't received that check yet. When I do, I'll cash it for the portion that relates to a Towne Park reimbursement and send back the remaining amount.

Did I cover all of it correctly?

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com
12051 Corporate Blvd. | Orlando, FL 32817

From: Nicole Hill [<mailto:nhill@WHMSFL.COM>]
Sent: Wednesday, May 6, 2020 11:20 AM
To: Amanda Lane <lanea@pfm.com>

Cc: Jane Gaarlandt <gaarlandtj@pfm.com>

Subject: Towne Park - Amenity escrow

REQ 261 & R258 – were for the amenity.

See QGS CO# 6R attached. \$128,949.85 less 10% retainage = \$116,054.87 requested. Partially paid by CDD & partially on FR #13.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	
001-00	Contract Per Attached	9,857,807.52	9,857,619.04		
C01-01	CO 1 Per Attached	-84,717.19	-84,717.19		
C02-01	CO 2 Per Attached	33,763.52	33,763.52		
C03-01	CO 3 Per Attached	18,826.48	18,826.48		
C04-01	CO 4 Per Attached	17,440.00	17,440.00		
C05-01	CO 5 Pending				
C06-01	CO 6R (2) Per Attached	389,291.34			132,197.68
C07-01	CO 7 Per Attached	354,755.67	354,755.67		
C08-01	CO 8 Per Attached	-211,287.78	-211,287.78		
C09-01	CO 9 Per Attached	21,431.25	21,431.25		
C10-00	CO 10 Pending				
C30-00	Material Per Attached	-1,720,046.95	-1,719,793.95		
C31-00	Sales Tax Per Attached	-103,202.82	-103,187.64		
C32-00	Final Qty Adjs-Material & Tax	268.18			
C34-00	Amenity Material-Per Attached	-36,770.00			-3,063.99
C35-00	Sales Tax - Per Attached	-2,206.20			-183.84
GRAND TOTAL		8,535,353.02	8,184,849.40		128,949.85

Any Direct Materials will be for the amenity – County Materials \$3,961.26

Towne Park - Riverstone Amenity Center

County Materials

CDD Invoices

	CDD PO #03 (RCP)	\$18,822.34	
	Total:	\$18,822.34	
INV. NO.	INV. DATE	INV. AMOUNT	PO Balance

151307-01	3/6/2020	\$3,961.26	\$14,861.08
Total:		\$3,961.26	

This affects recently paid FR #13 \$65,009.44 paid 4/27/20, FR#14 County Materials \$14,093.16 paid 4/27/20, FR#16 QGS \$58,304.24 paid 5/4/20. Note sure if the CDD trustee has issued payment for these or not.

I think all of this should be submitted to S&T escrow for amenity.

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request #15
Capital Projects Phase 3A**

4/17/2020

Item No.	Payee	Invoice Number	Phase 3A Riverstone, LLC	
1	County Materials			
	Phase 1 (Area 3A) Construction Materials	151307-02	\$	4,247.60
	Phase 1 (Area 3A) Construction Materials	151307-03	\$	4,247.60
	Phase 1 (Area 3A) Construction Materials	151307-04	\$	4,458.36
	Phase 1 (Area 3A) Construction Materials	151307-05	\$	1,139.60
2	Hamilton Engineering & Surveying			
	Phase 1 (Area 3A) Construction Services Through 03/27/2020	60924	\$	1,690.00
		TOTAL	\$	15,783.16

Chairperson



QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33566
(813) 634-3326 ■ Fax (813) 634-1733

Deductive Material CO

<p>Proposal Submitted To:</p> <p>To: Towne Park CDD c/o PFM Group Consulting, LLC 12051 Corporate Blvd. Orlando, FL 32817</p> <p>Date: April 14, 2020</p>	<p>Work To Be Performed At</p> <p>Towne Park Phase 3A (Riverstone Ph 1) Pipkin Rd. & Towne Park Blvd. Lakeland, FL (QGS Job #18-7177 B)</p> <p>Deductive Material CO No.: 65</p>
---	--

We hereby provide the following for Owner Direct Material Purchases:

1) County Materials - Per Attached Invoices (\$14,093.16)

Total Deductive Material CO..... (\$14,093.16)

The above and attached work to be completed for:

***** As Indicated Above *****

With payments made as follows: _____ Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: _____
Owner or Representative

Date: _____

Signature: 
QGS Development, Inc.

Date: April 14, 2020

RECEIVED APR 14 2020

Towne Park - Riverstone Amenity Center**County Materials****CDD Invoices**

CDD PO #03 (RCP)	\$18,822.34
Total:	\$18,822.34

INV. NO.	INV. DATE	INV. AMOUNT	PO Balance
151307-02	3/9/2020	\$4,247.60	\$10,613.48
151307-03	3/10/2020	\$4,247.60	\$6,365.88
151307-04	3/11/2020	\$4,458.36	\$1,907.52
151307-05	3/12/2020	<u>\$1,139.60</u>	\$767.92
	Total:	\$14,093.16	

Approved by QGS Dev., Inc. / Denise
T. (jg 4/14/2020)

Total Inv's To Date
\$18,054.42

5206

INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

SHIPPED		INVOICE DATE	ORDER NO.
03/09/20		03/09/20	151307-02
		P.O. NO.	PAGE #
44	ct	187177-03 CDD	1 of 1

TP 3A
↑

CUST #: 1098
SHIP TO: Riverstone Amenity Center
Polk County
Pipkin Rd
Lakeland FL 33811

BILL TO: TOWNE PARK COMMUNITY DEV DIST
C/O QGS DEVELOPMENT INC
1450 S PARK RD
PLANT CITY FL 33566

RECEIVED

MAR 10 2020

BY: _____

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	215380s 15" RCP CL3; SMALL BELL	✓ 328.00	LFT	12.95 ✓	4247.60
2	215 15" RCCP GASKET HK #839015	✓ 41.00	EA	0.00	0.00
Total					4247.60
Invoice Total					4247.60

[Handwritten signature]

[Handwritten signature]
3/30/20

5206

INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

SHIPPED	INVOICE DATE	ORDER NO.
03/10/20	03/10/20	151307-03
P.O. NO.		PAGE #
44	ct	187177-03 CDD
		1 of 1

TP 3A
↑

REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

CUST #: 1098
SHIP TO: Riverstone Amenity Center
Polk County
Pipkin Rd
Lakeland FL 33811

BILL TO: TOWNE PARK COMMUNITY DEV DIST
C/O QGS DEVELOPMENT INC
1450 S PARK RD
PLANT CITY FL 33566

RECEIVED

MAR 11 2020

BY: _____

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	215380s 15" RCP CL3; SMALL BELL ✓	328.00	LFT	12.95 ✓	4247.60
2	215 15" RCCP GASKET HK #839015	41.00	EA	0.00	0.00
Total					4247.60
Invoice Total					4247.60

[Handwritten signature]

[Handwritten signature]
3/30/20

5204

INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

SHIPPED		INVOICE DATE	ORDER NO.
03/11/20		03/11/20	151307-04
		P.O. NO.	PAGE #
44	ct	187177-03 CDD	1 of 1

TP 3A
↑

RECEIVED

MAR 12 2020

BY: _____

CUST #: 1098
SHIP TO: Riverstone Amenity Center
Polk County
Pipkin Rd
Lakeland FL 33811

BILL TO: TOWNE PARK COMMUNITY DEV DIST
C/O QGS DEVELOPMENT INC
1450 S PARK RD
PLANT CITY FL 33566

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	215380s 15" RCP CL3; SMALL BELL ✓	40.00	LFT	12.95 ✓	518.00
2	215 15" RCCP GASKET HK #839015	5.00	EA	0.00 ✓	0.00
3	218380s 18" RCP CL3 SMALL BELL ✓	200.00	LFT	18.29	3658.00
4	218ep 18" RCCP GASKET SMALL BELL	25.00	EA	0.00	0.00
6	218999s 18" MES 4:1 GB SMALL (1 PIECE) ✓	1.00	EA	282.36 ✓	282.36
Total					4458.36
Invoice Total					4458.36

[Handwritten signature]

[Handwritten signature]
3/30/20

5206

INVOICE



(866) 343-8488 Fax (352) 343-0471
ASTATULA, FL 34705-0435

SHIPPED		INVOICE DATE	ORDER NO.
03/12/20		03/12/20	151307-05
		P.O. NO.	PAGE #
44	ct	187177-03 CDD	1 of 1

REMIT TO:
PO BOX 38
MARATHON, WI 54448-0038

CUST #: 1098

SHIP TO: Riverstone Amenity Center
Polk County
Pipkin Rd
Lakeland FL 33811

BILL TO: TOWNE PARK COMMUNITY DEV DIST
C/O QGS DEVELOPMENT INC
1450 S PARK RD
PLANT CITY FL 33566

TP 3A
↑

RECEIVED

MAR 13 2020

BY: _____

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	215380s 15" RCP CL3; SMALL BELL ✓	88.00	LFT	12.95 ✓	1139.60
2	215 15" RCCP GASKET HK #839015	11.00	EA	0.00	0.00
Total					1139.60
Invoice Total					1139.60

[Handwritten signature]

[Handwritten signature]
3/30/20

EXHIBIT B

FORM OF RELEASE – REQUEST FOR RELEASE OF ESCROW FUNDS

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

May 22, 2020
Escrow Agent, c/o Straughn & Turner, P.A.
255 Magnolia Avenue Southwest
Winter Haven, Florida 33880

Re: "Escrow Agreement" dated April 1, 2020, by and among the Towne Park Community Development District (the "District"), Riverstone, LLC ("Landowner") and Escrow Agent.


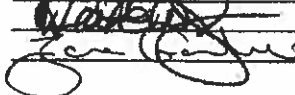
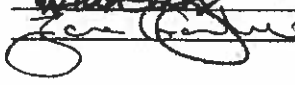
Dear Mr. Straughn:

Pursuant to the Escrow Agreement, Escrow Agent is hereby authorized to disburse \$8,866.00 United States Dollars to the following Payee: Atlantic TNG
PO Box 729
Sarasota, FL 34230

This Request for Release is made for the payment of approved expenses related to the project as described in the Escrow Agreement mentioned above.

Very truly yours,
Towne Park CDD

IN WITNESS WHEREOF, this Request for Release is Reviewed and Approved by:

Landowner		[sign]	John D. Alexander, Manager	<u>6-2-20</u>	[date]
District		[sign]	Heather Wertz, District Engineer	<u>5-26-20</u>	[date]
		[sign]	Jane Gaarlandt, District Secretary	<u>6-2-20</u>	[date]

BELOW FOR USE BY ESCROW AGENT ONLY FOR REVIEW AND APPROVAL OF RELEASE

APPROVED this ____ day of _____, 20__, by Straughn & Turner, P.A., as Escrow Agent.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Richard E. Straughn, as President of Straughn & Turner, P.A., Escrow Agent under that Escrow Agreement (Towne Park Community Development District Riverstone Amenities), dated April 1, 2020.

(Official Notary Signature & Seal)

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



QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33566
(813) 634-3326 ■ Fax (813) 634-1733

RECEIVED MAY 12 2020

Deductive Material CO

<u>Proposal Submitted To:</u>	<u>Work To Be Performed At</u>
To: Towne Park CDD c/o PFM Group Consulting, LLC 12051 Corporate Blvd. Orlando, FL 32817	Towne Park Phase 3A (Riverstone Ph 1) Pipkin Rd. & Towne Park Blvd. Lakeland, FL (QGS Job #18-7177 B)
Date: May 12, 2020	Deductive Material CO No.: 66

We hereby provide the following for Owner Direct Material Purchases:

1) Atlantic TNG - Per Attached Invoices..... (\$8,866.00)
Total Deductive Material CO (\$8,866.00)

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows: Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: _____

Date: _____

Signature: _____

Date: May 12, 2020

Owner or Representative
[Signature]
QGS Development, Inc.

Towne Park - Riverstone Amenity Center**Atlantic TNG****CDD Invoices**

		CDD PO #2 (Storm Structures)	\$11,308.00
		Total:	\$11,308.00
INV. NO.	INV. DATE	INV. AMOUNT	PO Balance
129100	4/16/2020	\$6,565.00	\$4,743.00
129173	4/21/2020	<u>\$2,301.00</u>	<u>\$2,442.00</u>
		Total:	\$8,866.00

Approved by Denise T. / QGS Dev., Inc.
(jg 5/12/2020).

Total Inv's To Date
\$8,866.00

1424



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

RECEIVED

APR 21 2020

BY: _____

Invoice

Date	Invoice #
4/16/2020	129100

Bill To
Towne Park Community Development District C/O QGS 12051 Corporate Blvd. Orlando, FL 32817

Ship To
Riverstone Amenity Center Polk County PO# 187177-02 CDD ✓ TP Ph 3A Call Before Loading Contact: Mark 813-293-0661

Delivery Date	Total Weight	Terms
4/16/2020	24840	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
1 ✓	1	45" Base 2' x 3' Grate Inlet Type "C", 6" Wall, w/ EB&C	4540	407.00 ✓	407.00
2 ↓	1	47" Base 2' x 3' Grate Inlet Type "C", 6" Wall, w/ EB&C	4460	407.00 ✓	407.00
3 ↓	1	50" Base 3' x 4' Grate Inlet Type "D" 6" Wall w/ EB&C	6760	605.00 ✓	605.00
4 ↓	1	45" Base 2' x 3' Grate Inlet Type "C", 6" Wall, w/ EB&C	4540	407.00 ✓	407.00
5 ↓	1	45" Base 2' x 3' Grate Inlet Type "C", 6" Wall, w/ EB&C	4540	407.00 ↓	407.00
	10	HW PO# 14199 (1.20)		224.00 ↓	2,240.00
	2	USF #6606 Painted Grate ✓		712.00 ✓	1,424.00
	1	USF #6607 Painted Grate ✓		386.00 ✓	386.00
	2	USF #6217 Grate ✓		141.00 ✓	282.00

AK

	Subtotal	\$6,565.00
	Sales Tax (0.0%)	\$0.00
	Balance Due	\$6,565.00

26A
5/8/20

1424

**Atlantic TNG, LLC**

PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

RECEIVED

APR 28 2020

Invoice

BY: _____

Date	Invoice #
4/21/2020	129173

Bill To
Towne Park Community Development District C/O QGS 12051 Corporate Blvd. Orlando, FL 32817

Ship To
Riverstone Amenity Center Polk County PO# 187177-02 CDD ✓ <i>TP Ph 3A</i> Call Before Loading Contact: Mark 813-293-0661

Delivery Date	Total Weight	Terms
4/21/2020	23760	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
6 ✓	1 ✓	40" Base 60" Diameter Grate Inlet Type "D/J", 6" wall	6420	898.00	✓ 898.00
	1 ✓	60" Diameter, 8" Reducing Slab	3420		
	1 ✓	6" Riser Cast On 3' x 4' Grate Inlet Type "D" 6" Wall w/ EB&C	840		
8 ✓	1 ✓	62" Base 3' x 4' Grate Inlet Type "D" 6" Wall w/ EB&C	7600	703.00	✓ 703.00
12A ✓	1 ✓	30" Base 2' x 2' Yard Drain, 4½" Wall	2140	350.00	✓ 350.00
	1 ✓	15" Riser 2' x 2' Yard Drain, 4½" Wall	640		
12B ✓	1 ✓	30" Base 2' x 2' Yard Drain, 4½" Wall	1960	350.00	✓ 350.00
	1 ✓	17" Riser 2' x 2' Yard Drain, 4½" Wall	740		

	Subtotal	\$2,301.00
	Sales Tax (0.0%)	\$0.00
	Balance Due	\$2,301.00