

*Towne Park  
Community Development District*

*Agenda*

*September 21, 2021*

# AGENDA

# ***Towne Park***

## ***Community Development District***

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219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

September 14, 2021

**Board of Supervisors  
Towne Park  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Towne Park Community Development District** will be held **Tuesday, September 21, 2021 at 1:30 PM** at the **Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Those members of the public wishing to attend the meeting can do so using the information below:

**Zoom Video Link:** <https://us06web.zoom.us/j/92372518267>

**Zoom Call-In Information:** 1-646-876-9923

**Meeting ID:** 923 7251 8267

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public comments can be submitted via email to the District Manager at [jburns@gmscfl.com](mailto:jburns@gmscfl.com) prior to the beginning of the meeting)
3. Approval of Minutes of the July 20, 2021 Board of Supervisors Meeting
4. Ratification of Fee Agreement with KE Law
5. Consideration of Licensing Agreement for Resident Dock Installation on Pond
6. Consideration of Request for Qualifications for Engineering Services
7. Ratification of Riverstone Phase 3 and 4 Special Warranty Deed and Consideration of Warranty Bill of Sale for Tract H in Riverstone Phases 3 and 4
8. Ratification of Conveyance Documents for Riverstone Phase 5 and 6

9. Consideration of Resolution 2021-14 Re-Designating a Registered Agent for the District
10. Consideration of Resolution 2021-15 Revising Fiscal Year 2022 Meeting Schedule
11. Consideration of Resolution 2021-16 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings
12. Staff Reports
  - A. Attorney
    - i. Memorandum Regarding Wastewater Services and Stormwater Management Needs Analysis
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Proposal for Phase 5 and 6 Landscape Maintenance
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
    - iii. Ratification of Requisitions:
      - a) Series 2019 Phase 3B Requisition #103
      - b) Series 2019 Phase 3C Requisitions #61 and #62
      - c) Summary of Series 2020 Phase 3D Requisitions #92 to #101
    - iv. Ratification of Funding Requests
      - a) Ratification of Series 2018-3A Funding Requests #1 and #2
      - b) Ratification of Series 2019-3C Funding Requests #1 to #5
      - c) Ratification of Series 2020-3D Funding Request #1 to #3
13. Other Business
14. Supervisors Requests and Audience Comments
15. Adjournment



# MINUTES

**MINUTES OF MEETING  
TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Towne Park Community Development District was held Tuesday, **July 20, 2021** at 1:30 p.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Brad Fritz	Assistant Secretary
Justin Frye	Assistant Secretary
Jennifer Tidwell	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	KE Law Group ( <i>via Zoom</i> )
Clayton Smith	GMS
Marshall Tindall	GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. There were three Board members present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns asked if any members of the public had a comment on anything on the agenda. Hearing none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the June 15, 2021  
Board of Supervisors Meeting**

Ms. Burns presented the minutes of the June 15, 2021 Board of Supervisors meeting and asked for a motion to approve minutes.

On MOTION by Mr. Frye, seconded by Mr. Fritz, with all in favor, the Minutes of the June 15, 2021 Board of Supervisors Meeting, were approved.
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**FOURTH ORDER OF BUSINESS**

**Public Hearings**

**A. Public Hearing on the Adoption of the Fiscal Year 2022 Budget****i. Consideration of Resolution 2021-11 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds**

Ms. Burns stated that the public hearing was advertised in the paper as well as in a mailed notice that was sent to all residents. She noted that a corrected notice had been sent out as well. She then asked for a motion to open the public hearing.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, the Opening of the Public Hearing, was approved.

Ms. Burns asked if there were any questions or comments, and one resident asked if it was possible if they could receive an itemized list of everything that was paid for under the District. He then asked if the debt assessment would change. Ms. Burns responded that it was listed on the website but that she would get him a copy, adding that the only item that would fluctuate would be the Operations and Maintenance assessment.

Ms. Burns stated that changes had been made to the budget since the last meeting, including the addition of a line item for security services for \$30,000.

Mr. Fritz asked why some of the line items were so large, for items such as reserves, and Ms. Burns explained it would be for services such as pool resurfacing or large landscape improvements or storm drain repair. Ms. Burns then asked if the Board had any other questions, and hearing none, asked for a motion to approve.

On MOTION by Mr. Frye, seconded by Mr. Fritz, with all in favor Resolution 2021-11 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds, was approved.

Ms. Burns noted that the District attorney was on the line and had resigned from Hopping, Green & Sams and had started his own law firm, K.E. Law Group. The District had received a letter from both firms giving them the option to stay with the current law firm or to move to the new one. The Board decided to transfer to the new firm.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor the Transfer of Clients to K.E. Law Group, was approved.

On MOTION by Mr. Frye, seconded by Mr. Fritz, with all in favor, the Closing of the Public Hearing, was approved.

Mr. Van Wyk thanked the Board and noted that there would not be any changes in the costs to the District.

**B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments**

**i. Consideration of Resolution 2021-12 Imposing Special Assessments and Certifying an Assessment Roll**

On MOTION by Mr. Frye, seconded by Mr. Fritz, with all in favor, the Opening of the Public Hearing, was approved.

Ms. Burns asked if the public had any comments or questions on the imposition and proceeded to ask if the Board had any questions as well. Hearing none, she asked for a motion to approve the resolution.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, Resolution 2021-12 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, the Closing of the Public Hearing, was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-13  
Designation of Regular Monthly Meeting  
Date, Time, and Location for Fiscal Year  
2022 Meetings**

Ms. Burns stated that the schedule included in the agenda package was the same as the current schedule of the third Tuesday at 1:30 p.m. at the same location. Ms. Tidwell noted that residents had asked if they could have the meetings at the courthouse, and Ms. Burns responded that they would have to change the dates and times as well in order to do that. The Board decided to keep the schedule the same and amend it in the future if needed.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, Resolution 2021-13 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2022 Meetings, was approved.

**SIXTH ORDER OF BUSINESS****Acceptance of Fiscal Year 2020 Audit Report**

Ms. Burns stated that the report was included in the agenda package and presented page 22 which was a summary of the audit. She noted that there were no findings or instances of non-compliance, was considered a clean audit, and had been submitted to the state. She asked for a motion to approve.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, Fiscal Year 2020 Audit Report, was approved.

**SEVENTH ORDER OF BUSINESS****Staff Reports****A. Attorney**

Mr. Van Wyk asked that the Board authorize him to be their representative after his departure from Hopping, Green & Sams, and that they authorize the District Manager to enter into an agreement with his firm for general counsel and work for the District under the same rates.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, The Authorization to Execute the Agreement with K.E. Law Group, was approved.

**B. Engineer**

There being none, the next item followed.

**C. Field Manager's Report****i. Consideration of Proposals for Pest Control****a. Orkin****b. Massey Services**

Mr. Smith went over the Field Manager's report. Completed items included:

- Trashcans were installed around the amenity center
- Warranty items such as the pool filter push valves were replaced

- The playground fence was installed
- Catfish were taken out of pool after storm
- Amenity 1 landscape refresh was completed

In progress items include:

- Dumpster for Amenity II was still being installed
- Replacement of coolant sensors
- Mailbox lighting was ordered but delayed
- Information on the lifts still being acquired, new lift needed repair after vandalism
- Dog Park grate replacement
- Mr. Smith found out that the landscaper did indeed cover insect control services as well for around the pool area and inside the amenity buildings

Upcoming items will include:

- Consideration of future replacement and upgrade of Amenity 1 and 2 pool furniture
- Consideration of future Top Post ant treatment in playgrounds

**ii. Consideration of Quote for Grate at Dog Park**

Mr. Smith went over the quote of the grates at the dog park, noting that they were \$525 each.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, the Quote for Grate at Dog Park, was approved.

**iii. Consideration of Proposal for New Toilet Paper Dispensers at Amenities *(to be provided under separate cover)***

Mr. Smith went over the proposal, noting that they would have 2 big rolls on an encased dispenser.

On MOTION by Mr. Frye, seconded by Mr. Fritz, with all in favor, the Proposal for New Toilet Paper Dispensers at Amenities, was approved.

**D. District Manager's Report**

**i. Approval of the Check Register**

Ms. Burns reported the check register through July 13<sup>th</sup>. She asked if anyone had any questions and hearing none, asked for a motion to approve.

On MOTION by Mr. Fritz, seconded by Mr. Frye, with all in favor, the Check Register, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Burns stated that the financial statements were included in the agenda packets for review, adding that there was no action required.

**iii. Ratification of Requisitions**

**a. Ratification of Series 2019 Phase 3B Requisition #102**

Ms. Burns stated these had been approved and just needed to be ratified.

**b. Ratification of Summary of Series 2020 Phase 3D Requisitions #83 to #91**

Ms. Burns stated these had been approved and just needed to be ratified.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, the Series 2019 Phase 3B Requisition #102 and the Series 2020 Phase 3D Requisitions #83 to #91, were ratified.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS Supervisors Requests and Audience comments**

Ms. Burns opened the floor to public comment. One resident asked who was allowed to use each of the amenities, and Ms. Burns responded residents had use of both amenities.

Another resident had a concern about peeping toms at his home next to the lake, adding that he put signs up near his dock on CDD property that said, “no fishing between signs”, and another resident complained. Ms. Burns responded that signs were not allowed to be installed on CDD property without approval from the Board.

Ms. Tidwell responded that she understood the situation but that if they were to allow all residents to put up signs, it would eventually become an eyesore. Ms. Burns added that he could send her an idea of what he was wanting to do, and she would submit it to the Board for review.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Mr. Frye, seconded by Ms. Tidwell, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman



## SECTION IV



P.O. Box 6386, Tallahassee, Florida 32314

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**KE LAW GROUP, PLLC FEE AGREEMENT  
TOWNE PARK CDD**

**I. PARTIES**

THIS AGREEMENT is made and entered into by and between the following parties:

**A. Towne Park Community Development District ("Client")**

Jill Burns, District Manager  
219 East Livingston Street  
Orlando, Florida 32801  
and

**B. KE LAW GROUP PLLC, ("KE Law")**

P.O. Box 6386  
Tallahassee, FL 32314

**II. SCOPE OF SERVICES**

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

A. The Client agrees to employ and retain KE Law as its attorney and legal representative for counseling and representation for the purpose of providing advice and counsel regarding the Astonia Community Development District.

B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

**III. CLIENT FILES**

The files and work product material ("client file") of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the client file will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the client file, unless KE Law is provided a written request from the Client requesting return of the client file, to which KE Law will return the client file at the Client's expense.

#### **IV. FEES**

A. The Client agrees to compensate KE Law for services rendered in connection with any matters covered by this Agreement according to the agreed upon hourly billing rates for individual KE Law lawyers, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). The hourly rates of the attorneys who are initially expected to handle the bulk of Client's work are Roy Van Wyk at \$365/hour, Sarah Warren at \$350/hour. Associate attorneys will be billed between \$265/hour to \$285/hour. To the extent other KE Law attorneys or law clerks provide work on this matter, those rates will be provided to Client. Paralegals are billed at \$170/hour and the range of hourly rates for KE Law attorneys is \$265-\$450/hour.

1. Bond Validation - Billed at Hourly Rates
2. First Bond Issuance - \$45,000 Including Expenses
3. Each Subsequent Bond Issuance – To be Negotiated

B. To the extent practicable and consistent with the requirements of sound legal representation, KE Law will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. KE Law's hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Client agrees to KE Law's annual rate increases to the extent hourly rates are not increased beyond \$15/hour for attorneys working on this matter.

C. In addition to billing for hourly rates, KE Law will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy (Attachment A).

#### **V. FLORIDA EXECUTIVE AND LEGISLATIVE BRANCH LOBBYING LAWS**

Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that KE Law represents Client on matters before executive branch agencies, or before applicable legislative entities, Client agrees to sign client consent forms required by Florida lobbying law and agrees to registration of KE Law attorneys as lobbyists and the reporting of fees associated with such representation.

#### **VI. BILLING AND PAYMENT**

The Client agrees to pay KE Law monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from KE Law. KE Law shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of fees shall be a basis for KE Law to immediately withdraw from the representation without regard to remaining actions necessitating attention by KE Law as part of the representation.

## VII. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## VIII. CONFLICTS

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

## VIII. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

IX. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

X. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:



Towne Park Community  
Development District

KE Law Group, PLLC

By:

Warren K. Heath II

Date: 8/13/21

By:



Date: August 11, 2021

## **ATTACHMENT A**

### **KE LAW GROUP PLLC EXPENSE REIMBURSEMENT POLICY**

The following is KE Law Groups' standard expense reimbursement policy.

This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

#### **Interest**

. For all statements outstanding ninety (90) days past the invoice date, simple interest at a rate of one percent (1%) per month (twelve percent per annum) will be assessed on the outstanding fees and expenses.

#### **Printing and Mailing**

. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

#### **Postage and Delivery.**

. Postage is billed at actual cost.

. Overnight delivery is billed at actual cost.

. Local messenger service is billed at the IRS approved reimbursement rate.

#### **Computerized Legal Research**

. Charges for computerized legal research are billed at an amount approximating actual cost.

#### **Travel**

. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

#### **Consultants**

. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any billing arrangements or procedures which the client requires of the consultant.

#### **Other Expenses.**

. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

#### **Word Processing and Secretarial Overtime**

. No charge is made for word processing.

No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

## SECTION V

After recording, please return to:

District Manager  
Towne Park Community Development District  
c/o GMS-CF, LLC  
219 East Livingston Street  
Orlando, Florida 32801

Parcel ID # 23-29-08-139621-005130

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## LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS

**THIS LICENSE AGREEMENT FOR IMPROVEMENTS INSTALLATION (“Agreement”)** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among **BONNY B. EDWARDS** (“the **“Owner”**”) residing at 5295 White Egret Lane, Lakeland, Florida 33811, and the **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT** (the **“District”**), a local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801.

### RECITALS

**WHEREAS**, Owner is the owner of Lot 13, Block 5, as per the plat (**“Plat”**) of Towne Park Estates Phase 2A recorded in Plat Book 163, Pages 47-54, inclusive, of the Official Records of Polk County, Florida (**“Property”**); and

**WHEREAS**, Owner desires to install a dock and related appurtenances (**“Improvements”**) within the District owned lake, which is more particularly described as “Tract C” (**“Lake”**), with a Parcel ID number 23-29-08-139621-005240, and abutting said Property and as shown on the Plat (**“License Area”**); and

**WHEREAS**, due to the District’s legal interests in the Lake, among other reasons, Owner requires the DISTRICT’s consent before constructing improvements within any portion of the surface water management system, including the Lake; and

**WHEREAS**, the District has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

**1. RECITALS.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

**2. LICENSE FOR IMPROVEMENTS INSTALLATION AND MAINTENANCE; LIMITATION.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install, operate and maintain removable Improvements on the License Area.

**3. OWNER RESPONSIBILITIES.** The Owner has the following responsibilities:



a. The Owner shall be fully responsible for the installation, operation and maintenance of the Improvements.

b. The Owner shall be responsible for ensuring that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, applicable environmental regulations, etc.).

c. District by entering into this Agreement, does not represent that District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the \_\_\_\_\_ [INSERT HOMEOWNERS ASSOCIATION NAME] (“**Association**”), Southwest Florida Water Management District, City of Lakeland, Polk County, Florida, and any and all other necessary permits and approvals).

d. The Owner shall ensure that the installation, operation and maintenance of the Improvements does not damage any property of District or any third party’s property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the DISTRICT for such repairs, at the District’s option.

e. Owner’s exercise of rights hereunder shall not interfere with District’s rights under the Lake, or with any other applicable permits or rights. For example, if the Improvements include a dock, such dock shall be installed within the Lake so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any District owned assets, including but not limited to District lake banks, littorals, lake floor and contour, and any Lake improvements that may be located within the Lake, or any utilities within the public utility easement, if any. It shall be Owner’s responsibility to relocate littoral plantings, and to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.

f. Upon completion of the installation, the Improvements shall be owned by the Owner. Owner shall be responsible for the operation, maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good and working condition.

g. Additionally, the Owner shall keep the License Area free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner’s exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Lake described above and agrees never to deny such interest or to interfere in any way with District’s use. Owner shall exercise the privilege granted herein at Owner’s own risk and agrees that Owner shall never claim and hereby waives any such claim of damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner shall be obligated to remove, repair or replace abandoned or damaged Improvements. Should Owner fail to remove, repair or replace abandoned or damaged Improvements, Owner acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner’s expense, and that the District is

not obligated to re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal. Failure to abide by any of the foregoing conditions may constitute grounds for termination of this Agreement, in the District's sole discretion, and the District may terminate this Agreement upon a written notice to the Owner and recording such termination notice in the Official Records of Polk County, Florida. In the event the Owner removes the Improvements in their entirety, Owner may terminate this Agreement upon written notice to the District and record such termination in the Official Records of Polk County, Florida.

**5. INSURANCE.** The Owner shall keep and maintain general comprehensive liability insurance coverage, in an amount acceptable to the District, throughout the term of this Agreement. The District and its supervisors, officers, staff, representatives and agents shall be named as additional insured parties on such policy. Upon the District's request, the Owner shall furnish the District with written evidence that such insurance coverage is in full force and effect.

**6. INDEMNIFICATION.** Owner agrees to indemnify, defend and hold harmless the City of Lakeland, Polk County, the District, Southwest Florida Water Management District, the Association, and any property management company of the Association, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against any and all liability and/or damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

**7. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**8. ATTORNEY'S FEES AND COSTS.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

**9. DESIGNATION.** The District hereby designates the District Manager to act as the District's representative, who shall be given authority to execute this Agreement.

**10. COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

*[Signature pages follow]*

IN WITNESS THEREOF, parties have caused these presents to be executed on the day and year first written above.

WITNESSES:

OWNER

By: \_\_\_\_\_

\_\_\_\_\_  
Bonny B. Edwards

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

By: \_\_\_\_\_

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

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bonny B. Edwards.

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**WITNESSES:**

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

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

\_\_\_\_\_  
Warren K. Heath II, Chairperson  
Board of Supervisors

By: \_\_\_\_\_

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

STATE OF FLORIDA            )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Warren K. Heath II, as Chairperson of the Board of Supervisors for Towne Park Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

## SECTION VI

## REQUEST FOR QUALIFICATIONS (“RFQ”) FOR ENGINEERING SERVICES FOR THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

The Towne Park Community Development District (“**District**”) located in the City of Lakeland, Polk County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District’s capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Polk County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants must submit two (2) copies of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on Monday, October 11, 2021 and to the attention of Governmental Management Services – Central Florida, LLC, c/o Jill Burns, 219 E. Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524 (“**District Manager’s Office**”).

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager’s Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager’s Office, must be filed in writing with the District Manager’s Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest

bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Jill Burns at [jburns@gmscfl.com](mailto:jburns@gmscfl.com) with e-mail copy to Roy Van Wyk at [roy@kelawgroup.com](mailto:roy@kelawgroup.com)

District Manager

Publish on Monday, September 27, 2021 (must be published at least 14 days prior to submittal deadline)

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS  
COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

**3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

**7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.



## SECTION VII

PREPARED BY AND RETURN TO:

Roy Van Wy, Esquire  
KE Law Group, PLLC.  
P.O. Box 6386  
Tallahassee, Florida 32314

INSTR # 2021210934  
BK 11846 Pgs 0245-0247 PG(s)3  
08/12/2021 01:37:11 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 27.00  
DEED DOC 0.70

### **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is executed as of this 3rd day of August, 2021, by **HIGHLAND SUMNER, LLC**, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida, 33880 (hereinafter called the "grantor"), in favor of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

### **WITNESSETH:**

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described as:

**Tracts A, B, C, D, E, F G and H, RIVERSTONE PHASE 3 AND 4**, according to the map or plat thereof as recorded in Plat Book 180, Pages 48-56, inclusive, of the Public Records of Polk County, Florida

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

*[Signature pages follow]*

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

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

GRANTOR:

Signed, sealed and delivered  
in the presence of:

HIGHLAND SUMNER, LLC  
a Florida limited liability company

By: Heath Construction and Management, LLC  
Its: Manager

April W Payeur  
Print Name: April W. Payeur

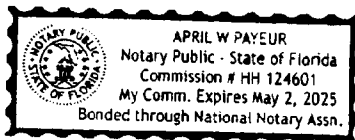
Warren K. (Rennie) Heath, II  
By: Warren K. (Rennie) Heath, II  
Its: Manager

Jessica Kavalak  
Print Name: Jessica Kavalak

STATE OF FLORIDA

COUNTY OF Polk

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online  
notarization this 3 day of August, 2021 by Warren K. (Rennie) Heath, II, Manager of Heath  
Construction and Management, LLC, Manager of Highland Sumner, LLC, a Florida limited liability  
company, on behalf of company.



[notary seal]

April W Payeur  
(Official Notary Signature)  
Name: April W. Payeur  
Personally Known ☒  
OR Produced Identification ☐  
Type of Identification \_\_\_\_\_

**ACCEPTANCE BY GRANTEE**

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 3 day of August, 2021.

Signed, sealed and delivered  
in the presence of:

Witnesses:

J. Fry

Name: JUSTIN FRYE

**TOWNE PARK COMMUNITY**

**DEVELOPMENT DISTRICT**, a local unit of  
special-purpose government established under  
Chapter 190 of the Florida Statutes

By:

Lauren O. Schwenk

Vice Chairperson  
Board of Supervisors

Bobbie Henley

Name: Bobbie Henley

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of August, 2021, by Lauren O. Schwenk as Vice Chairperson of the Board of Supervisors of the Towne Park Community Development District.

Bobbie Henley

(Official Notary Signature)

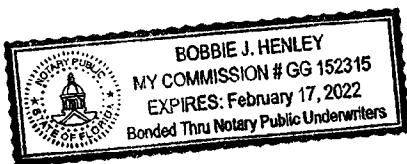
Name: Bobbie Henley

Personally Known X

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]



## **WARRANTY BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **HIGHLAND SUMNER, LLC.**, a Florida limited liability company, with a mailing address of 346 East Central Boulevard, Winter Haven, Florida 33880, (hereinafter referred to as the "SELLER") for and in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration provided to SELLER by the **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government located in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter referred to as "the BUYER"), the receipt and sufficiency of which are hereby acknowledged by the SELLER, has granted, bargained, sold, transferred and delivered to the BUYER, its successors, heirs, executors, administrators and assigns forever, the following described property, assets and rights as shown in **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as "PROPERTY"):

Any and all stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls and control structures between lakes; all water and sewer lines, pump stations, fire hydrants, valves; street lighting; park and recreation facilities; landscaping; electrical facilities; subdivision entrance signs and features; roadway improvements, including curbs and gutters, and associated work product, all located on portions of the real property known as:

**TRACT H ("Fenhollow Place") of Riverstone Phase 3 and 4, as recorded in Plat Book 180, Pages 48-56, Public Records of Polk County, Florida.**

TO HAVE AND TO HOLD the same unto the BUYER, its executors, administrators and assigns forever.

SELLER hereby covenants with BUYER, its successors and assigns, that (i) SELLER is the lawful owner of the property, (ii) the property is free from all encumbrances, (iii) SELLER is unaware of any liens or encumbrances and covenants to timely address any such liens or encumbrances if and when filed, (iv) SELLER has good right to sell the property, and (v) the SELLER will warrant and defend the sale of the property hereby made unto the BUYER, its successors and assigns, against the lawful claims and demands of all persons whosoever.

The SELLER represents to the BUYER that the SELLER has no knowledge of any latent or patent defects in the Property. The SELLER hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused such latent or patent defects, including, but not limited to, any and all warranties, bonds, claims and other forms of indemnification; provided, however, that SELLER agrees and understands that acceptance of this instrument and conveyance by BUYER does not relieve SELLER of responsibility for ensuring that all punch-list items, if any, are resolved. By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of BUYER's limitations on liability provided in Section 768.28, Florida Statutes.

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

**“GRANTOR”**

Signed, sealed and delivered  
in the presence of:

**HIGHLAND SUMNER, LLC**  
a Florida limited liability company

BY: Heath Construction and Management, LLC  
a Florida limited liability company

ITS: Manager

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

\_\_\_\_\_  
By: Warren K. Heath II  
Its: Manager

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization  
this \_\_\_\_ day of \_\_\_\_\_, 2021 by Warren K. Heath II, as Manager of Heath Construction And Management,  
LLC, a Florida limited liability company, the Manager of Highland Sumner, LLC, a Florida limited liability  
company, for the purposes stated herein. He is personally known to me or who has produced  
\_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

**Exhibit A**

**TRACT H (“Fenhollow Place”) of Riverstone Phase 3 and 4, as recorded in Plat Book 180, Pages 48-56, Public Records of Polk County, Florida.**

## SECTION VIII



**AFFIDAVIT OF NON-FOREIGN STATUS**  
**(FIRPTA)**

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared Warren K. (Rennie) Heath, II ("Affiant") who after first being duly sworn deposes and states as follows:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person.

2. That Affiant is Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC (the "**Seller**"), which Seller may be the owner of a United States real property interest (the "**Property**") attached hereto as **Exhibit A**.

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller's address and United States taxpayer identifying number are as follows:

Tax ID No.: \_\_\_\_\_  
\_\_\_\_\_ [address associated with Tax ID]  
\_\_\_\_\_

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

*[Signatures on next page]*

**FURTHER AFFIANT SAYETH NOT.**

By: W.K. Heath II

Print Name: Warren K. (Rennie) Heath, II  
Title: Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC

Date: 8/19/2021

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this 19th day of August, 2021 by Warren K. (Rennie) Heath, II, Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC, a Florida limited liability company, on behalf of company.

April W. Payeur

(Official Notary Signature)

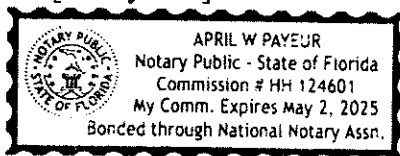
Name: April W. Payeur

Personally Known ☒

OR Produced Identification ☐

Type of Identification \_\_\_\_\_

[notary seal]



## **EXHIBIT A**

**Tracts A, B, C, D, E, F, G, H, J, K, L, M, N P, Q, R, S, T AND U, TOGETHER WITH QUARTZ ROAD, PUMICE DRAIVE, SILTSTONE STREET, GREY GRANITE WAY, SLATE ROCK DRIVE, AND WHITE MARBLE COURT, OF RIVERSTONE PHASE 5 AND 6, according to the map or plat thereof as recorded in Plat Book 185, Pages 26-36, inclusive, of the Public Records of Polk County, Florida**

## **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **HIGHLAND SUMNER, LLC**, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

**Tracts A, B, C, D, E, F, G, H, J, K, L, M, N P, Q, R, S, T AND U, TOGETHER WITH QUARTZ ROAD, PUMICE DRAIVE, SILTSTONE STREET, GREY GRANITE WAY, SLATE ROCK DRIVE, AND WHITE MARBLE COURT, OF RIVERSTONE PHASE 5 AND 6**, according to the map or plat thereof as recorded in Plat Book 185, Pages 26-36, inclusive, of the Public Records of Polk County, Florida

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

**[SIGNATURES ON NEXT PAGE]**

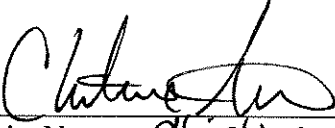
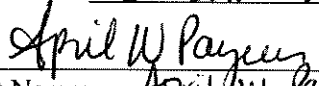
IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the day and year first written above.

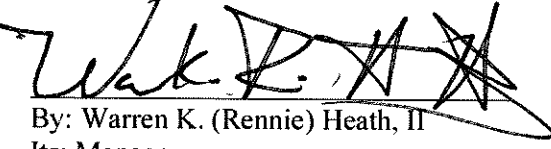
**SELLER:**

Signed, sealed and delivered  
in the presence of:

**HIGHLAND SUMNER, LLC**  
a Florida limited liability company

By: Heath Construction and Management, LLC  
Its: Manager

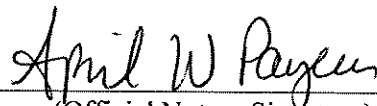
  
Print Name: Christine Aviles  
  
Print Name: April W. Payeur

  
By: Warren K. (Rennie) Heath, II  
Its: Manager

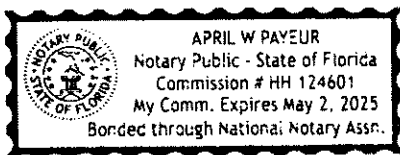
STATE OF FLORIDA

COUNTY OF Polk

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 19th day of August, 2021 by Warren K. (Rennie) Heath, II, Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC, a Florida limited liability company, on behalf of company.

  
(Official Notary Signature)  
Name: April W. Payeur  
Personally Known ☒  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[notary seal]



## OWNER'S AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared Warren K. (Rennie) Heath, II ("Affiant") as Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC, a Florida limited liability company (the "Company" or "Owner"), with a principal address of 346 East Central Avenue, Winter Haven, Florida, 33880, who after first being duly sworn deposes and states as follows:

1. That Affiant knows of his own knowledge that HIGHLAND SUMNER, LLC is the owner of the fee simple title in and to certain lands located in Polk County, Florida described as follows:

2. **Tracts A, B, C, D, E, F, G, H, J, K, L, M, N P, Q, R, S, T AND U, TOGETHER WITH QUARTZ ROAD, PUMICE DRAIVE, SILTSTONE STREET, GREY GRANITE WAY, SLATE ROCK DRIVE, AND WHITE MARBLE COURT, OF RIVERSTONE PHASE 5 AND 6,** according to the map or plat thereof as recorded in Plat Book 185, Pages 26-36, inclusive, of the Public Records of Polk County, Florida

3. That the above-described land together with all improvements thereon ("Property") is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

4. Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely.

5. That there are no mechanic's or materialman's or laborer's liens against the above-described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

6. That within the past ninety (90) days, the Owner has not made any improvements, alterations or repairs to the above described Property for which costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same at the instance of the Owner which remain unpaid.

7. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

8. Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.

9. Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

10. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

**FURTHER AFFIANT SAYETH NOT.**

By:

Print Name: Warren K. (Rennie) Heath, II  
Title: Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC

Date: 8/19/2021

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this 19<sup>th</sup> day of August, 2021 by Warren K. (Rennie) Heath, II, Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC, a Florida limited liability company, on behalf of company.

April W Payer

(Official Notary Signature)

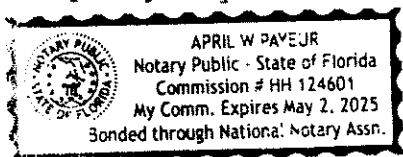
Name: April W. Payer

Personally Known ☒

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]



PREPARED BY AND RETURN TO:  
Roy Van Wyk, Esquire  
KE Law Group, PLLC.  
P.O. Box 6386  
Tallahassee, Florida 32314

**LIMITED LIABILITY COMPANY  
AFFIDAVIT FOR DEED**

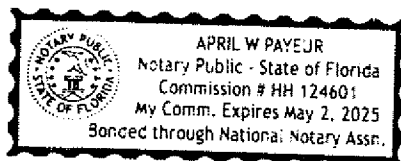
STATE OF FLORIDA  
COUNTY OF POLK

I, Warren K. (Rennie) Heath, II ("Affiant"), on being duly sworn, state:

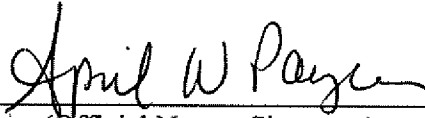
1. I am the Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC, a Florida limited liability company (collectively, the "Company").
2. The management of the Company is vested in Affiant.
3. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise. The Company has never been a debtor in a bankruptcy proceeding.
4. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached **Exhibit A** (the "Property") or any interests therein.
5. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.
6. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Towne Park Community Development District (the "District") for the purpose of acquiring the Property and specifically consent to such reliance by the District.

  
\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 19th day of August, 2021 by Warren K. (Rennie) Heath, II, Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC, a Florida limited liability company, on behalf of company.



[notary seal]

  
\_\_\_\_\_  
(Official Notary Signature)  
Name: April W. Payer  
Personally Known ☒  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



**Exhibit A**  
**LEGAL DESCRIPTION OF PROPERTY**

---

**Tracts A, B, C, D, E, F, G, H, J, K, L, M, N P, Q, R, S, T AND U, TOGETHER WITH QUARTZ ROAD, PUMICE DRAIVE, SILTSTONE STREET, GREY GRANITE WAY, SLATE ROCK DRIVE, AND WHITE MARBLE COURT, OF RIVERSTONE PHASE 5 AND 6, according to the map or plat thereof as recorded in Plat Book 185, Pages 26-36, inclusive, of the Public Records of Polk County, Florida**

PREPARED BY AND RETURN TO:

Roy Van Wyk, Esquire  
KE LAW GROUP, PLLC  
P.O. Box 6386  
Tallahassee, Florida 323314

INSTR # 2021220203  
BK 11860 Pgs 0695-0697 PG(s)3  
08/24/2021 11:04:56 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 27.00  
DEED DOC 0.70

**Parcel No. 23-29-17-141625-006010**  
**23-29-17-141625-001120**  
**23-29-17-141625-007110**

### **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is executed as of this 19th day of August, 2021, by **HIGHLAND SUMNER, LLC**, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida, 33880 (hereinafter called the "grantor"), in favor of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

### **WITNESSETH:**

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described as:

**Tracts A, B, C, D, E, F, G, H, J, K, L, M, N P, Q, R, S, T AND U, TOGETHER WITH QUARTZ ROAD, PUMICE DRAIVE, SILTSTONE STREET, GREY GRANITE WAY, SLATE ROCK DRIVE, AND WHITE MARBLE COURT, OF RIVERSTONE PHASE 5 AND 6,** according to the map or plat thereof as recorded in Plat Book 185, Pages 26-36, inclusive, of the Public Records of Polk County, Florida

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

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


GRANTOR:

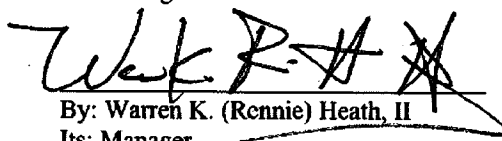
Signed, sealed and delivered  
in the presence of:

HIGHLAND SUMNER, LLC  
a Florida limited liability company

By: Heath Construction and Management, LLC  
Its: Manager

  
Print Name: Christine Ailes

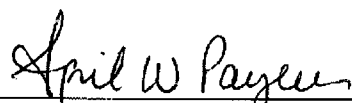
  
Print Name: April W. Payer

  
By: Warren K. (Rennie) Heath, II  
Its: Manager

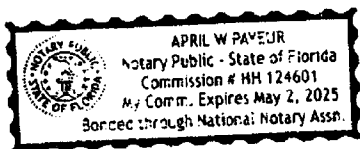
STATE OF FLORIDA

COUNTY OF Polk

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 11<sup>th</sup> day of August, 2021 by Warren K. (Rennie) Heath, II, Manager of Heath Construction and Management, LLC, Manager of Highland Sumner, LLC, a Florida limited liability company, on behalf of company.

  
(Official Notary Signature)  
Name: April W. Payer  
Personally Known ☒  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[notary seal]



**ACCEPTANCE BY GRANTEE**

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 19<sup>th</sup> day of August, 2021.

Signed, sealed and delivered  
in the presence of:

Witnesses:

Christine Aviles

Name: Christine Aviles

April W. Payer

Name: April W. Payer

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

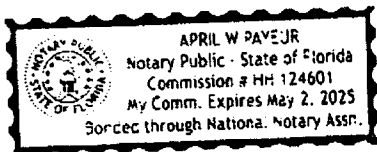
By: [Signature]  
Vice Chairperson  
Board of Supervisors

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19<sup>th</sup> day of August, 2021, by Lauren O. Schwenk as Vice Chairperson of the Board of Supervisors of the Towne Park Community Development District.

April W. Payer  
(Official Notary Signature)  
Name: April W. Payer  
Personally Known ☒  
OR Produced Identification ☐  
Type of Identification \_\_\_\_\_

[notary seal]



## SECTION IX

## **RESOLUTION 2021-14**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Jill Burns is hereby designated as the Registered Agent for the Towne Park Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at Governmental Management Services—Central Florida, 219 East Livingston Street, Orlando, Florida 32801.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with the City of Lakeland, Polk County, and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of September 2021

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

# SECTION X

## RESOLUTION 2021-15

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT REVISING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2021-2022 annual meeting schedule attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2021-2022 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of September 2021

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2021-2022 Annual Meeting Schedule



## **Exhibit A**

### **BOARD OF SUPERVISORS MEETING DATES TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021-2022**

The Board of Supervisors of the Towne Park Community Development District will hold their regular meetings for Fiscal Year 2021-2022 on the 2<sup>nd</sup> Tuesday of each month, at 1:30 PM at the Holiday Inn Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880, unless otherwise indicated as follows:

**October 12, 2021  
November 9, 2021  
December 7, 2021  
January 11, 2022  
February 8, 2022  
March 8, 2022  
April 12, 2022  
May 10, 2022  
June 7, 2022  
July 12, 2022  
August 9, 2022  
September 13, 2022**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. 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 Office.

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

District Manager

## SECTION XI

## **RESOLUTION 2021-16**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops (together, “meetings”) for the purpose of conducting District business; and

**WHEREAS**, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

**WHEREAS**, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

**WHEREAS**, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “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,” and that “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”; and

**WHEREAS**, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

**WHEREAS**, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

**SECTION 1. RECITALS.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. FINDINGS.** The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

**SECTION 3. WAIVER.** The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

**SECTION 4. REASONABLE NOTICE.**

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 21st day of September, 2021.

ATTEST:

**TOWNE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION XII

# SECTION A

# SECTION 1





## MEMORANDUM

**To:** District Manager, District Engineer  
**From:** District Counsel  
**Date:** August 31, 2021  
**Subject:** Wastewater Services and Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

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We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

### ***What is required?***

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

### ***When is the deadline?***

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

### ***What steps should districts take?***

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

## CHAPTER 2021-194

### Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.



# SECTION C

# Towne Park CDD

## Field Management Report



September 21, 2021  
Clayton Smith  
Field Services Manager  
GMS

# Complete

## Mailbox Solar Lights Amenity 2

- ✚ Solar lights were installed at the amenity 2 mailboxes.
- ✚ These are bright streetlight style lights that last all night.
- ✚ Tried to maximize coverage of area with just two lights.



## Amenity 1 Plantings



- ✚ The landscaper offered the opportunity to mow ponds every other week to cover plantings at amenity 1.
- ✚ Plantings were completed.
- ✚ A few plants will be replaced under warranty.

# Complete

## Amenity Trash Cans



- ✚ Heavy duty trash cans approved by the board were ordered.
- ✚ Trash cans were placed at the amenity.
- ✚ Sandbags were added to weight cans down.

## Toilet Paper Dispensers

- ✚ Hard to use toilet paper dispensers were originally installed in the new amenity.
- ✚ New dispensers were installed that are easier to use and hold more paper.
- ✚ Damaged dispenser at amenity 1 replaced.





# Complete

## Dog Park Grates

- ❖ Dog park grates were replaced with grates with much tighter slots.
- ❖ This was done to prevent injury of patrons of the dog park.



## Sidewalk Erosion Repair by Peregrine

- ❖ Steep slope off the trail leading down to lakes off Peregrine was repaired.
- ❖ This was causing a major hazard under the sidewalk.
- ❖ If not addressed sidewalk would need to be closed.



# In Progress

## Lift Repair

- ✚ Lift at first amenity was damaged. Needs new remote, batteries, and mounting connection needs repair.
- ✚ Lift at new amenity was also vandalized and needs a new motor.
- ✚ Gathering proposals to repair both.



## Phase 5&6 Conveyance



- ✚ Quotes obtained for maintenance of phase 5&6.
- ✚ Area was cleaned up – still a few areas that need some attention.
- ✚ Should be the final phase for maintenance.
- ✚ Some areas still require sod.



# Upcoming

## Main Blvd Sod Repair



- Some areas of St Augustine were affected by chinch bugs
- Infestation was dealt with but best to restore areas with sod.

# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith



# SECTION 1



734 South Combee Road  
Lakeland, FL 33801

863-668-0494 – Phone  
863-668-0495 – Fax

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

## Towne Park CDD Phase 5 & Phase 6

**May 19, 2021**

*Proposal valid for 60 days*

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

## Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$2,635	\$31,500
St Augustine Fertilization Program	\$199	\$2,388
Monthly Irrigation Inspection	\$180	\$2,160
<b>Total</b>	<b>\$3,014</b>	<b>\$36,168</b>

# Scope of Services

## Turf Care

### Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance 42 times per calendar year (Floratum) and 42 times per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season April through October and every other week during the non-growing season or as needed November through March.

Bahia lake and pond banks will be mowed 24 times per year consistent with 3 times per month May through October and 1 time per month or as needed November through April.

### Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

### Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

### Fertilization

St. Augustine/Floratum areas shall be fertilized with a commercial grade fertilizer 6 times per year. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

### Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to 4 times per year between April 1st and October 30th. Pre-Emergent herbicides will be used 2 times per year between November 1st to April 1st. Weed control applications are conducive to soil and air temperatures. Floratum will not be held responsible for the post emergent control of common grassy weeds like Crabgrass & common Bermuda due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control (not preventative) measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds will be treated as they appear, but contract pricing does not include products that guarantee year-long ant control. Products like Bayer's Top Choice or Chipco Choice that guarantee year-long ant control can be purchased outside the scope of this contract.

# Tree, Shrub, and Groundcover Care

## Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palms will be performed as needed
4. Ground covers and vines can maintain a neat and uniform appearance.

## Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.

## Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

## Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

# Irrigation

## Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

## Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

## Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$60.00 per hour**. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

# Miscellaneous

## Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

## Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

# SECTION D

# SECTION 1

# **Towne Park**

## **Community Development District**

### Summary of Operating Checks

August 10, 2021 to September 14, 2021

<b>Bank</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund	8/13/21	200	\$ 400.00
	8/18/21	201-204	\$ 37,204.92
	8/24/21	205-206	\$ 652.12
	8/27/21	207	\$ 6,863.16
	9/1/21	208-215	\$ 298,703.91
	9/9/21	216-220	\$ 45,547.70
			<hr/>
			\$ 389,371.81
			<hr/>
			<b>\$ 389,371.81</b>



\*\*\* CHECK DATES 08/10/2021 - 09/14/2021 \*\*\*  
TOWNE PARK CDD GENERAL FUND  
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/13/21	00052	1/19/21 JF011920	202101 310-51300-11000		*	200.00	
		BOS MTG 1/19/21	REISSUE				
		2/16/21 JF021620	202102 310-51300-11000		*	200.00	
		BOS MTG 2/16/21	REISSUE				
				JUSTIN KEITH FRYE			400.00 000200
8/18/21	00040	8/01/21 50	202108 310-51300-34000		*	2,916.67	
			MANAGEMENT FEES AUG 21				
		8/01/21 50	202108 310-51300-35100		*	100.00	
			INFORMATION TECH AUG 21				
		8/01/21 50	202108 310-51300-31300		*	458.33	
			DISSEMINATION SVCS AUG 21				
		8/01/21 50	202108 310-51300-51000		*	4.60	
			OFFICE SUPPLIES AUG 21				
		8/01/21 50	202108 310-51300-42000		*	53.46	
			POSTAGE AUG 21				
		8/01/21 50	202108 310-51300-42500		*	4.65	
			COPIES AUG 21				
		8/01/21 51	202108 320-53800-12000		*	1,250.00	
			FIELD MANAGEMENT AUG 21				
				GOVERNMENTAL MANAGEMENT SERVICES-CF			4,787.71 000201
8/18/21	00019	7/26/21 124041	202106 310-51300-31500		*	3,578.14	
			GENERAL COUNSEL JUNE 21				
				HOPPING GREEN & SAMS			3,578.14 000202
8/18/21	00068	8/05/21 117	202107 310-51300-31500		*	1,002.50	
			GENERAL COUNSEL JULY 21				
				KE LAW GROUP, PLLC			1,002.50 000203
8/18/21	00044	8/04/21 4651851	202108 300-15500-10000		*	27,836.57	
			PROPERTY APPRAISER FEE				
				POLK COUNTY PROPERTY APPRAISER			27,836.57 000204
8/24/21	00067	7/31/21 3984451	202107 310-51300-48000		*	373.62	
			NOT BUDGET MTG 7/6/21				
				CA FLORIDA HOLDINGS, LLC			373.62 000205
8/24/21	00064	8/20/21 08202021	202108 300-15500-10000		*	278.50	
			EQUIPMENT LEASE SEPT 21				
				WHFS, LLC			278.50 000206
8/27/21	00035	8/27/21 08272021	202108 300-20700-10000		*	6,863.16	
			FY21 DEBT ASSESS TRANSFER				
				US BANK AS TRUSTEE FOR TOWNE PARK			6,863.16 000207
				TWPK TOWNE PARK CDD KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/01/21	00002	7/31/21 020767 FY21 SER20 3D FR#2	202108 300-20700-10100	ABSOLUTE ENGINEERING, INC	*	862.89	862.89 000208
9/01/21	00065	8/13/21 00069379 FY21 SER20 3D FR#3	202108 300-20700-10100	DANIELLE FENCE MFG. CO., INC.	*	20,645.80	20,645.80 000209
9/01/21	00070	7/29/21 FES13431 FY21 SER20 3D FR#2	202108 300-20700-10100	FAULKNER ENGINEERING SERVICES INC	*	24,010.00	24,010.00 000210
9/01/21	00019	7/26/21 124042 FY21 SER20 3D FR#3	202108 300-20700-10100	HOPPING GREEN & SAMS	*	128.00	128.00 000211
9/01/21	00068	8/01/21 98 FY21 SER20 3D FR#3	202108 300-20700-10100	KE LAW GROUP, PLLC	*	136.00	289.00 000212
		8/05/21 126 FY21 SER20 3D FR#3	202108 300-20700-10100		*	153.00	
9/01/21	00069	8/04/21 08042021 FY21 SER1903C FR#5	202108 300-20700-10100	LAWRENCE LAWN SERVICE	*	300.00	300.00 000213
9/01/21	00030	7/22/21 PAYAPP7 FY21 SER20 3D FR#1	202108 300-20700-10100	QGS DEVELOPMENT	*	248,500.72	248,500.72 000214
9/01/21	00034	8/04/21 11193 FY21 SER20 3D FR#2	202108 300-20700-10100	STEWART & ASSOCIATES PROPERTY	*	3,967.50	3,967.50 000215
9/09/21	00013	8/01/21 95397 LANDSCAPE MAINT AUG 21	202108 320-53800-46200		*	17,759.25	
		8/04/21 95465 IRRIGATION REPAIRS	202106 320-53800-47300		*	695.00	
		8/12/21 95565 REPLACED VALVE	202107 320-53800-47300		*	663.94	
		8/16/21 95593 IRRIGATION REPAIRS	202107 320-53800-47300		*	1,336.26	
		9/01/21 95825 LANDSCAPE MAINT SEPT 21	202109 320-53800-46200	FLORALAWN	*	17,759.25	38,213.70 000216

TWPK TOWNE PARK CDD KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/09/21	00014	8/12/21 8530	202108 330-53800-47000		*	715.00	
		CLEANING AUG 21					
		8/12/21 8531	202108 330-53800-47000		*	760.00	
		CLEANING RIVERSTONE AUG21					
				FUQUA SUPPLY & SERVICE			1,475.00 000217
9/09/21	00019	8/27/21 124840	202107 310-51300-31500		*	128.00	
		GENERAL COUNSEL JULY 21					
				HOPPING GREEN & SAMS			128.00 000218
9/09/21	00071	9/01/21 14478	202109 330-53800-48000		*	1,300.00	
		POOL SVC AMENITY #1					
		9/01/21 14478	202109 330-53800-48000		*	1,450.00	
		POOL SVC AMENITY #2					
		9/06/21 14510	202109 330-53800-47500		*	300.00	
		INSTALL POOL POLES					
				RESORT POOL SERVICES DBA			3,050.00 000219
9/09/21	00024	8/01/21 597345	202108 320-53800-46400		*	2,681.00	
		POND MAINTENANCE AUG 21					
				THE LAKE DOCTORS			2,681.00 000220
TOTAL FOR BANK A						389,371.81	
TOTAL FOR REGISTER						389,371.81	

TWPK TOWNE PARK CDD KCOSTA

## SECTION 2

***Towne Park***  
***Community Development District***

***Unaudited Financial Reporting***  
***August 31, 2021***



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**Towne Park**  
**Community Development District**  
**Combined Balance Sheet**  
**August 31, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u>Cash</u>				
Suntrust	\$ 456,923	\$ -	\$ -	\$ 456,923
<u>Investments</u>				
Series 2016 - 2A				
Reserve	\$ -	\$ 111,788	\$ -	\$ 111,788
Revenue	\$ -	\$ 83,107	\$ -	\$ 83,107
Prepayment	\$ -	\$ 1,988	\$ -	\$ 1,988
Construction	\$ -	\$ -	\$ 0	\$ 0
Series 2018 - 2B				
Reserve	\$ -	\$ 60,675	\$ -	\$ 60,675
Revenue	\$ -	\$ 61,440	\$ -	\$ 61,440
Prepayment	\$ -	\$ 2,015	\$ -	\$ 2,015
Construction	\$ -	\$ -	\$ 69	\$ 69
Series 2018 - 3A				
Reserve	\$ -	\$ 256,953	\$ -	\$ 256,953
Revenue	\$ -	\$ 226,848	\$ -	\$ 226,848
Prepayment	\$ -	\$ 0	\$ -	\$ 0
Series 2019 - 3B				
Reserve	\$ -	\$ 167,922	\$ -	\$ 167,922
Revenue	\$ -	\$ 142,438	\$ -	\$ 142,438
Construction	\$ -	\$ -	\$ 153,594	\$ 153,594
Series 2019 - 3C				
Reserve	\$ -	\$ 114,659	\$ -	\$ 114,659
Revenue	\$ -	\$ 64,169	\$ -	\$ 64,169
Construction	\$ -	\$ -	\$ 1,928	\$ 1,928
Series 2020 - 3D				
Reserve	\$ -	\$ 200,003	\$ -	\$ 200,003
Revenue	\$ -	\$ 130,172	\$ -	\$ 130,172
Capital Interest	\$ -	\$ 2	\$ -	\$ 2
Construction	\$ -	\$ -	\$ 200,003	\$ 200,003
Deposits	\$ 4,500	\$ -	\$ -	\$ 4,500
Due From General Fund	\$ -	\$ -	\$ 1,000	\$ 1,000
Prepaid Expenses	\$ 29,125	\$ -	\$ -	\$ 29,125
<b>Total Assets</b>	<b>\$ 490,548</b>	<b>\$ 1,624,178.51</b>	<b>\$ 356,594</b>	<b>\$ 2,471,321</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 323,442	\$ -	\$ -	\$ 323,442
Due to Capital Projects	\$ 1,000	\$ -	\$ -	\$ 1,000
<b>Total Liabilities</b>	<b>\$ 324,442</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 324,442</b>
<b>Fund Balances:</b>				
Nonspendable	\$ 33,625	\$ -	\$ -	\$ 33,625
Assigned	\$ 36,108	\$ -	\$ -	\$ 36,108
Unassigned	\$ 96,373	\$ -	\$ -	\$ 96,373
Assigned for Debt Service 2016 - 2A	\$ -	\$ 196,882	\$ -	\$ 196,882
Assigned for Debt Service 2018 - 2B	\$ -	\$ 124,131	\$ -	\$ 124,131
Assigned for Debt Service 2018 - 3A	\$ -	\$ 483,801	\$ -	\$ 483,801
Assigned for Debt Service 2019 - 3B	\$ -	\$ 310,360	\$ -	\$ 310,360
Assigned for Debt Service 2019 - 3C	\$ -	\$ 178,828	\$ -	\$ 178,828
Assigned for Debt Service 2020 - 3D	\$ -	\$ 330,178	\$ -	\$ 330,178
Assigned for Capital Projects	\$ -	\$ -	\$ 356,594	\$ 356,594
<b>Total Fund Balances</b>	<b>\$ 166,106</b>	<b>\$ 1,624,179</b>	<b>\$ 356,594</b>	<b>\$ 2,146,878</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 490,548</b>	<b>\$ 1,624,179</b>	<b>\$ 356,594</b>	<b>\$ 2,471,321</b>

**Towne Park**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b><u>Revenues</u></b>				
Assessments - Tax Roll	\$ 385,816	\$ 385,816	\$ 393,689	\$ 7,873
Assessments - Direct	\$ 75,084	\$ 75,084	\$ 13,944	\$ (61,140)
Assessments - Lot Closings	\$ -	\$ -	\$ 62,697	\$ 62,697
Other Funding Sources	\$ 71,190	\$ -	\$ -	\$ -
Interest Income	\$ 300	\$ 275	\$ -	\$ (275)
Miscellaneous Revenue	\$ -	\$ -	\$ 1,140	\$ 1,140
<b>Total Revenues</b>	<b>\$ 532,390</b>	<b>\$ 461,175</b>	<b>\$ 471,470</b>	<b>\$ 10,295</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 7,200	\$ 3,800
Engineering Fees	\$ 10,000	\$ 9,167	\$ 1,619	\$ 7,547
Legal Services	\$ 40,000	\$ 36,667	\$ 29,339	\$ 7,328
Arbitrage	\$ 3,600	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 32,083	\$ 32,083	\$ (0)
Information Technology	\$ 2,700	\$ 2,475	\$ 2,556	\$ (81)
Dissemination	\$ 5,500	\$ 4,267	\$ 4,267	\$ -
Trustee Fee	\$ 20,000	\$ 15,277	\$ 15,277	\$ -
Assessment Roll Services	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
Reamortization Schedules	\$ 625	\$ 100	\$ 100	\$ -
Auditing Services	\$ 8,000	\$ 4,000	\$ 4,000	\$ -
Telephone	\$ 200	\$ 183	\$ -	\$ 183
Postage	\$ 500	\$ 458	\$ 377	\$ 82
Insurance	\$ 5,707	\$ 5,707	\$ 5,707	\$ -
Printing and Binding	\$ 1,000	\$ 917	\$ 76	\$ 840
Legal Advertising	\$ 7,000	\$ 7,000	\$ 7,761	\$ (761)
Miscellaneous Contingency	\$ 5,000	\$ 4,583	\$ 2,471	\$ 2,113
Office Supplies	\$ 200	\$ 183	\$ 37	\$ 146
Property Appraiser	\$ 16,166	\$ 16,166	\$ 16,166	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 193,373</b>	<b>\$ 170,408</b>	<b>\$ 149,210</b>	<b>\$ 21,198</b>



**Towne Park**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted Budget	Prorated Budget Thru 08/31/21	Actual Thru 08/31/21	Variance
<b><u>Operations and Maintenance Expenses</u></b>				
<b><u>Maintenance:</u></b>				
Field Management	\$ 15,000	\$ 13,750	\$ 13,750	\$ -
Property Insurance	\$ 20,000	\$ 20,000	\$ 15,389	\$ 4,611
Landscape Maintenance	\$ 180,000	\$ 165,000	\$ 159,965	\$ 5,035
Landscape Replacement	\$ 5,000	\$ 5,000	\$ 7,645	\$ (2,645)
Irrigation Repairs	\$ 5,000	\$ 4,583	\$ 7,304	\$ (2,721)
Electric	\$ 5,400	\$ 4,950	\$ 4,840	\$ 110
Water	\$ 8,000	\$ 7,333	\$ 599	\$ 6,734
Pond Maintenance	\$ 25,000	\$ 22,917	\$ 26,169	\$ (3,252)
Hurricane Cleanup	\$ 5,000	\$ -	\$ -	\$ -
Miscellaneous Contingency	\$ 1,000	\$ 917	\$ 491	\$ 426
<b>Total Maintenance</b>	<b>\$ 269,400</b>	<b>\$ 244,450</b>	<b>\$ 236,152</b>	<b>\$ 8,298</b>
<b><u>Amenities</u></b>				
Electric	\$ 15,000	\$ 13,750	\$ 10,064	\$ 3,686
Water	\$ 7,500	\$ 6,875	\$ 3,246	\$ 3,629
Pool Maintenance & Repairs	\$ 27,300	\$ 25,025	\$ 24,960	\$ 65
Janitorial Expenses	\$ 41,025	\$ 37,606	\$ 16,380	\$ 21,226
Pest Control	\$ 4,950	\$ 4,538	\$ -	\$ 4,538
Internet/Phone	\$ 1,950	\$ 1,788	\$ 1,291	\$ 496
Playground Lease	\$ -	\$ -	\$ 19,315	\$ (19,315)
Facility Repair & Maintenance	\$ 7,500	\$ 7,500	\$ 9,028	\$ (1,528)
<b>Total Amenities</b>	<b>\$ 105,225</b>	<b>\$ 97,081</b>	<b>\$ 84,285</b>	<b>\$ 12,796</b>
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 374,625</b>	<b>\$ 341,531</b>	<b>\$ 320,437</b>	<b>\$ 21,094</b>
<b>Total Expenditures</b>	<b>\$ 567,998</b>	<b>\$ 511,939</b>	<b>\$ 469,647</b>	<b>\$ 42,292</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer Out - Capital Reserve	\$ (500)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (500)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (36,108)</b>		<b>\$ 1,823</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 36,108</b>		<b>\$ 164,283</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 166,106</b>	

**Towne Park**  
**Community Development District**  
**Debt Service Fund - Series 2016 - 2A**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues</b>				
Special Assessments	\$ 173,625	\$ 173,625	\$ 113,989	\$ (59,636)
Interest	\$ -	\$ -	\$ 8	\$ 8
<b>Total Revenues</b>	<b>\$ 173,625</b>	<b>\$ 173,625</b>	<b>\$ 113,997</b>	<b>\$ (59,628)</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 41,625	\$ 41,625	\$ 41,769	\$ (144)
Principal - 11/1	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
Interest - 5/1	\$ 41,000	\$ 41,000	\$ 41,144	\$ (144)
<b>Total Expenditures</b>	<b>\$ 107,625</b>	<b>\$ 107,625</b>	<b>\$ 107,913</b>	<b>\$ (288)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 66,000</b>		<b>\$ 6,084</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 190,798</b>	
<b>Fund Balance - Ending</b>	<b>\$ 66,000</b>		<b>\$ 196,882</b>	

**Towne Park**  
**Community Development District**  
**Debt Service Fund - Series 2018 - 2B**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues</b>				
Special Assessments	\$ 247,156	\$ 247,156	\$ 132,956	\$ (114,200)
Interest	\$ -	\$ -	\$ 6	\$ 6
<b>Total Revenues</b>	<b>\$ 247,156</b>	<b>\$ 247,156</b>	<b>\$ 132,962</b>	<b>\$ (114,194)</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 69,319	\$ 69,319	\$ 47,281	\$ 22,037
Special Call - 11/1	\$ -	\$ -	\$ 30,000	\$ (30,000)
Interest - 5/1	\$ 69,319	\$ 69,319	\$ 46,522	\$ 22,797
Principal - 5/1	\$ 40,000	\$ 40,000	\$ 25,000	\$ 15,000
<b>Total Expenditures</b>	<b>\$ 178,638</b>	<b>\$ 178,638</b>	<b>\$ 148,803</b>	<b>\$ 29,834</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 68,519</b>		<b>\$ (15,841)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 139,971</b>	
<b>Fund Balance - Ending</b>	<b>\$ 68,519</b>		<b>\$ 124,131</b>	

**Towne Park**  
**Community Development District**  
**Debt Service Fund - Series 2018 - 3A**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues</b>				
Special Assessments	\$ 797,778	\$ 797,778	\$ 541,345	\$ (256,433)
Interest	\$ -	\$ -	\$ 25	\$ 25
<b>Total Revenues</b>	<b>\$ 797,778</b>	<b>\$ 797,778</b>	<b>\$ 541,371</b>	<b>\$ (256,407)</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 223,459	\$ 223,459	\$ 202,281	\$ 21,178
Special Call -11/1	\$ -	\$ -	\$ 105,000	\$ (105,000)
Interest - 5/1	\$ 223,459	\$ 223,459	\$ 199,438	\$ 24,022
Principal 5/1	\$ 130,000	\$ 130,000	\$ 115,000	\$ 15,000
Special Call - 5/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
<b>Total Expenditures</b>	<b>\$ 576,919</b>	<b>\$ 576,919</b>	<b>\$ 626,719</b>	<b>\$ (49,800)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 220,859</b>		<b>\$ (85,348)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 569,149</b>	
<b>Fund Balance - Ending</b>	<b>\$ 220,859</b>		<b>\$ 483,801</b>	

**Towne Park**  
**Community Development District**  
**Debt Service Fund - Series 2019 - 3B**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b><u>Revenues</u></b>				
Special Assessments	\$ 454,791	\$ 454,791	\$ 342,680	\$ (112,110)
Assessments - Lot Closings	\$ -	\$ -	\$ 15,224	\$ 15,224
Interest	\$ -	\$ -	\$ 18	\$ 18
<b>Total Revenues</b>	<b>\$ 454,791</b>	<b>\$ 454,791</b>	<b>\$ 357,922</b>	<b>\$ (96,869)</b>
<b><u>Expenditures:</u></b>				
Interest - 11/1	\$ 120,484	\$ 120,484	\$ 120,484	\$ -
Interest - 5/1	\$ 120,484	\$ 120,484	\$ 120,484	\$ -
Principal - 5/1	\$ 95,000	\$ 95,000	\$ 95,000	\$ -
Miscellaneous Expense	\$ -	\$ -	\$ 43,496	\$ (43,496)
<b>Total Expenditures</b>	<b>\$ 335,969</b>	<b>\$ 335,969</b>	<b>\$ 379,465</b>	<b>\$ (43,496)</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ (167,922)	\$ (167,922)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (167,922)</b>	<b>\$ (167,922)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 118,822</b>		<b>\$ (189,465)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 499,824</b>	
<b>Fund Balance - Ending</b>	<b>\$ 118,822</b>		<b>\$ 310,360</b>	

**Towne Park**  
**Community Development District**  
**Debt Service Fund - Series 2019 - 3C**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues</b>				
Special Assessments	\$ 435,197	\$ 435,197	\$ -	\$ (435,197)
Assessments - Prepayments	\$ -	\$ -	\$ 1,477,737	\$ 1,477,737
Assessments - Lot Closing	\$ -	\$ -	\$ 242,181	\$ 242,181
Interest	\$ -	\$ -	\$ 32	\$ 32
<b>Total Revenues</b>	<b>\$ 435,197</b>	<b>\$ 435,197</b>	<b>\$ 1,719,950</b>	<b>\$ 1,284,753</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Interest - 11/1	\$ 115,609	\$ 115,609	\$ 115,609	\$ -
Interest - 2/1	\$ -	\$ -	\$ 13,541	\$ (13,541)
Special Call - 2/1	\$ -	\$ -	\$ 1,230,000	\$ (1,230,000)
Interest - 5/1	\$ 115,609	\$ 115,609	\$ 88,528	\$ 27,082
Principal - 5/1	\$ 90,000	\$ 90,000	\$ 70,000	\$ 20,000
Special Call - 5/1	\$ -	\$ -	\$ 290,000	\$ (290,000)
Interest - 8/1	\$ -	\$ -	\$ 113	\$ (113)
Special Call - 8/1	\$ -	\$ -	\$ 10,000	\$ (10,000)
<b>Total Expenditures</b>	<b>\$ 321,219</b>	<b>\$ 321,219</b>	<b>\$ 1,817,791</b>	<b>\$ (1,496,573)</b>
<b><u>Other Sources/(Uses)</u></b>				
Transfer in/Out	\$ -	\$ -	\$ (161,060)	\$ (161,060)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (161,060)</b>	<b>\$ (161,060)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 113,978</b>		<b>\$ (258,901)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 437,729</b>	
<b>Fund Balance - Ending</b>	<b>\$ 113,978</b>		<b>\$ 178,828</b>	

**Towne Park**  
**Community Development District**  
**Debt Service Fund - Series 2020 - 3D**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues</b>				
Assessments - Lot Closings	\$ -	\$ -	\$ 130,172	\$ 130,172
Interest	\$ -	\$ -	\$ 17	\$ 17
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 130,189</b>	<b>\$ 130,189</b>
<b>Expenditures:</b>				
Interest - 5/1	\$ -	\$ -	\$ 94,013	\$ (94,013)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 94,013</b>	<b>\$ (94,013)</b>
<b>Other Sources/(Uses)</b>				
Bonds Proceeds	\$ -	\$ -	\$ 494,019	\$ 494,019
Transfer In/(Out)	\$ -	\$ -	\$ (200,018)	\$ (200,018)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 294,002</b>	<b>\$ 294,002</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 330,178</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 330,178</b>	

**Towne Park**  
**Community Development District**  
**Capital Projects Funds**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2021**

	Series	Series	Series	Series	Series	Series	
	2016 - 2A	2018 - 2B	2018 - 3A	2019 - 3B	2019 - 3C	2020 - 3D	Total
<b>Revenues</b>							
Developer Contributions	\$ -	\$ -	\$ 789,516	\$ -	\$ 5,689	\$ 298,404	\$ 1,093,609
Interest	\$ -	\$ 0	\$ 1	\$ 10	\$ 7	\$ 92	\$ 111
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 789,517</b>	<b>\$ 10</b>	<b>\$ 5,696</b>	<b>\$ 298,496</b>	<b>\$ 1,093,720</b>
<b>Expenditures:</b>							
Capital Outlay	\$ -	\$ -	\$ 564,708	\$ 112,670	\$ (1,175,854)	\$ 6,630,577	\$ 6,132,102
Capital Outlay - COI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 319,025	\$ 319,025
Developer Contribution Repayment	\$ -	\$ -	\$ -	\$ -	\$ 594,136	\$ -	\$ 594,136
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 564,708</b>	<b>\$ 112,670</b>	<b>\$ (581,718)</b>	<b>\$ 6,949,602</b>	<b>\$ 7,045,263</b>
<b>Other Financing Sources/(Uses)</b>							
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ 167,922	\$ 161,060	\$ 200,018	\$ 529,000
Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,595,981	\$ 6,595,981
Premium on Sale of Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,111	\$ 55,111
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 167,922</b>	<b>\$ 161,060</b>	<b>\$ 6,851,109</b>	<b>\$ 7,180,091</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 224,809</b>	<b>\$ 55,262</b>	<b>\$ 748,475</b>	<b>\$ 200,003</b>	<b>\$ 1,228,548</b>
<b>Fund Balance - Beginning</b>	<b>\$ 0</b>	<b>\$ 69</b>	<b>\$ (224,809)</b>	<b>\$ 98,333</b>	<b>\$ (745,547)</b>	<b>\$ -</b>	<b>\$ (871,954)</b>
<b>Fund Balance - Ending</b>	<b>\$ 0</b>	<b>\$ 69</b>	<b>\$ -</b>	<b>\$ 153,594</b>	<b>\$ 2,928</b>	<b>\$ 200,003</b>	<b>\$ 356,594</b>



**Towne Park**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments - Tax Roll	\$ -	\$ 6,988	\$ 273,168	\$ 20,441	\$ 27,320	\$ 10,790	\$ 52,593	\$ 449	\$ 1,940	\$ -	\$ -	\$ -	393,689
Assessments - Direct	\$ 37,542	\$ -	\$ -	\$ -	\$ (23,589)	\$ (9)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,944
Assessments - Lot Closings	\$ -	\$ 5,077	\$ 55,451	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 916	\$ 1,253	\$ -	62,697
Other Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 280	\$ 200	\$ 360	\$ -	1,140
<b>Total Revenues</b>	<b>\$ 37,542</b>	<b>\$ 12,065</b>	<b>\$ 328,619</b>	<b>\$ 20,441</b>	<b>\$ 3,731</b>	<b>\$ 10,781</b>	<b>\$ 52,593</b>	<b>\$ 749</b>	<b>\$ 2,220</b>	<b>\$ 1,116</b>	<b>\$ 1,613</b>	<b>\$ -</b>	<b>471,470</b>
<b>Expenditures:</b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 600	\$ 1,000	\$ 1,000	\$ 1,200	\$ 800	\$ -	\$ 800	\$ 600	\$ 600	\$ 600	\$ -	\$ -	7,200
Engineering Fees	\$ 668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 235	\$ -	\$ 716	\$ -	\$ -	\$ -	1,619
Legal Services	\$ 2,046	\$ 4,205	\$ 5,697	\$ 2,419	\$ 3,286	\$ 1,812	\$ 2,622	\$ 2,544	\$ 3,578	\$ 1,131	\$ -	\$ -	29,339
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	32,083
Information Technology	\$ 100	\$ 100	\$ 1,256	\$ 100	\$ 100	\$ 400	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	2,556
Dissemination	\$ 5,500	\$ -	\$ -	\$ 458	\$ (5,042)	\$ 458	\$ 1,058	\$ 458	\$ 458	\$ 458	\$ 458	\$ -	4,267
Trustee Fee	\$ 12,246	\$ -	\$ -	\$ 3,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,277
Assessment Roll Services	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,000
Reamortization Schedules	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	100
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	4,000
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage	\$ 6	\$ 62	\$ 58	\$ 18	\$ -	\$ 100	\$ -	\$ 5	\$ 32	\$ 41	\$ 53	\$ -	377
Insurance	\$ 5,707	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,707
Printing and Binding	\$ 3	\$ -	\$ 19	\$ 6	\$ 11	\$ 20	\$ 1	\$ 2	\$ 4	\$ 6	\$ 5	\$ -	76
Legal Advertising	\$ 1,567	\$ -	\$ 1,395	\$ 375	\$ 461	\$ -	\$ 440	\$ 440	\$ 2,710	\$ 374	\$ -	\$ -	7,761
Miscellaneous Contingency	\$ 180	\$ 65	\$ 163	\$ 321	\$ 121	\$ 127	\$ 121	\$ 36	\$ 1,234	\$ 64	\$ 39	\$ -	2,471
Office Supplies	\$ 3	\$ 3	\$ 5	\$ 3	\$ 3	\$ 4	\$ -	\$ 3	\$ 4	\$ 5	\$ 5	\$ -	37
Property Appraiser	\$ 16,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16,166
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative:</b>	<b>\$ 67,883</b>	<b>\$ 8,352</b>	<b>\$ 12,510</b>	<b>\$ 10,847</b>	<b>\$ 2,656</b>	<b>\$ 5,838</b>	<b>\$ 8,294</b>	<b>\$ 7,103</b>	<b>\$ 12,455</b>	<b>\$ 9,696</b>	<b>\$ 3,576</b>	<b>\$ -</b>	<b>149,210</b>

**Towne Park**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Operations and Maintenance Expenses</u></b>													
<b><u>Maintenance:</u></b>													
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ 13,750
Property Insurance	\$ 13,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,044	\$ -	\$ -	\$ -	\$ -	\$ 15,389
Landscape Maintenance	\$ 12,704	\$ 12,704	\$ 12,704	\$ 12,704	\$ 12,704	\$ 12,704	\$ 12,704	\$ 17,759	\$ 17,759	\$ 17,759	\$ 17,759	\$ -	\$ 159,965
Landscape Replacement	\$ -	\$ 750	\$ 1,965	\$ -	\$ -	\$ -	\$ 2,305	\$ 2,625	\$ -	\$ -	\$ -	\$ -	\$ 7,645
Irrigation Repairs	\$ 892	\$ 1,387	\$ -	\$ 542	\$ -	\$ 354	\$ 415	\$ -	\$ 1,715	\$ 2,000	\$ -	\$ -	\$ 7,304
Electric	\$ 424	\$ 631	\$ 160	\$ 159	\$ 107	\$ 888	\$ 348	\$ 382	\$ 553	\$ 544	\$ 643	\$ -	\$ 4,840
Water	\$ 54	\$ 53	\$ (0)	\$ 60	\$ 63	\$ 60	\$ 62	\$ 62	\$ 62	\$ 62	\$ 62	\$ -	\$ 599
Pond Maintenance	\$ 4,439	\$ 2,046	\$ 2,046	\$ 2,046	\$ 2,046	\$ 2,046	\$ 2,046	\$ 2,046	\$ 2,046	\$ 2,681	\$ 2,681	\$ -	\$ 26,169
Hurricane Cleanup	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Contingency	\$ -	\$ -	\$ -	\$ 16	\$ 270	\$ -	\$ -	\$ 205	\$ -	\$ -	\$ -	\$ -	\$ 491
<b>Total Maintenance</b>	\$ 33,107	\$ 18,822	\$ 18,125	\$ 16,777	\$ 16,440	\$ 17,301	\$ 19,130	\$ 26,373	\$ 23,386	\$ 24,297	\$ 22,395	\$ -	\$ 236,152
<b><u>Amenities</u></b>													
Electric	\$ 601	\$ 460	\$ 540	\$ 579	\$ 504	\$ 449	\$ 1,514	\$ 1,158	\$ 1,377	\$ 1,406	\$ 1,475	\$ -	\$ 10,064
Water	\$ 284	\$ 160	\$ 175	\$ 138	\$ 169	\$ 176	\$ 556	\$ 382	\$ 460	\$ 365	\$ 382	\$ -	\$ 3,246
Pool Maintenance & Repairs	\$ 3,200	\$ 3,150	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 4,250	\$ 2,800	\$ 3,080	\$ 3,080	\$ -	\$ -	\$ 24,960
Janitorial Expenses	\$ 2,170	\$ 2,100	\$ 2,170	\$ 1,395	\$ 1,020	\$ 1,190	\$ 715	\$ 955	\$ 1,715	\$ 1,475	\$ 1,475	\$ -	\$ 16,380
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet/Phone	\$ 210	\$ 107	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 115	\$ 115	\$ 115	\$ -	\$ 1,291
Playground Lease	\$ -	\$ 3,570	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,966	\$ 1,966	\$ -	\$ 19,315
Facility Repair & Maintenance	\$ 940	\$ 95	\$ 1,069	\$ 1,918	\$ 143	\$ 526	\$ 340	\$ 1,903	\$ 1,693	\$ 401	\$ -	\$ -	\$ 9,028
<b>Total Amenities</b>	\$ 7,404	\$ 9,642	\$ 7,097	\$ 7,172	\$ 4,979	\$ 5,484	\$ 9,168	\$ 8,991	\$ 10,128	\$ 8,808	\$ 5,413	\$ -	\$ 84,285
<b>Total Operations and Maintenance Expenses</b>	\$ 40,511	\$ 28,464	\$ 25,222	\$ 23,949	\$ 21,419	\$ 22,785	\$ 28,297	\$ 35,364	\$ 33,514	\$ 33,105	\$ 27,808	\$ -	\$ 320,437
<b>Total Expenditures</b>	\$ 108,394	\$ 36,816	\$ 37,732	\$ 34,796	\$ 24,074	\$ 28,623	\$ 36,592	\$ 42,467	\$ 45,968	\$ 42,801	\$ 31,385	\$ -	\$ 469,647
<b><u>Other Financing Sources/(Uses)</u></b>													
Transfer Out - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Excess Revenues (Expenditures)</b>	\$ (70,851)	\$ (24,751)	\$ 290,887	\$ (14,355)	\$ (20,343)	\$ (17,842)	\$ 16,001	\$ (41,718)	\$ (43,749)	\$ (41,685)	\$ (29,771)	\$ -	\$ 1,823

**Towne Park**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2021**

Gross Assessments	\$	414,851.32	\$	120,123.21	\$	140,111.40	\$	570,478.85	\$	361,122.32	\$	1,606,687.10
Net Assessments	\$	385,811.73	\$	111,714.59	\$	130,303.60	\$	530,545.33	\$	335,843.76	\$	1,494,219.00

**ON ROLL ASSESSMENTS**

25.82%	7.48%	8.72%	35.51%	22.48%	100.00%
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Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	2016 2-A Debt Service	Series 2018 2-B Service	Series 2018 3-A Service	Series 2019 3-B Service	Total
11/23/20	ACH	\$30,081.56	(\$577.57)	(\$1,203.28)	\$0.00	\$28,300.71	\$7,307.33	\$2,115.88	\$2,467.97	\$10,048.60	\$6,360.93	\$28,300.71
12/01/20	ACH	\$17,409.80	(\$334.27)	(\$696.39)	\$0.00	\$16,379.14	\$4,229.14	\$1,224.58	\$1,428.35	\$5,815.66	\$3,681.41	\$16,379.14
12/11/20	ACH	\$36,479.87	(\$700.41)	(\$1,459.28)	\$0.00	\$34,320.18	\$8,861.57	\$2,565.93	\$2,992.90	\$12,185.91	\$7,713.87	\$34,320.18
12/18/20	ACH	\$1,069,328.03	(\$20,531.08)	(\$42,774.18)	\$0.00	\$1,006,022.77	\$259,758.03	\$75,214.83	\$87,730.37	\$357,203.78	\$226,115.76	\$1,006,022.77
01/15/21	ACH	\$83,352.30	(\$1,615.65)	(\$2,569.62)	\$0.00	\$79,167.03	\$20,441.15	\$5,918.89	\$6,903.77	\$28,109.47	\$17,793.75	\$79,167.03
02/01/21	ACH	\$0.00	\$0.00	\$0.00	\$84.01	\$84.01	\$21.69	\$6.28	\$7.33	\$29.83	\$18.88	\$84.01
02/16/21	ACH	\$110,083.56	(\$2,157.64)	(\$2,201.61)	\$0.00	\$105,724.31	\$27,298.33	\$7,904.43	\$9,219.71	\$37,539.03	\$23,762.81	\$105,724.31
03/15/21	ACH	\$43,089.64	(\$852.83)	(\$448.21)	\$0.00	\$41,788.60	\$10,789.93	\$3,124.31	\$3,644.19	\$14,837.68	\$9,392.49	\$41,788.60
04/15/21	ACH	\$207,752.16	(\$4,155.04)	\$0.00	\$0.00	\$203,597.12	\$52,569.37	\$15,221.85	\$17,754.72	\$72,290.27	\$45,760.91	\$203,597.12
04/30/21	ACH	\$0.00	\$0.00	\$0.00	\$23.46	\$23.46	\$23.46	\$0.00	\$0.00	\$0.00	\$0.00	\$23.46
05/14/21	ACH	\$1,723.65	(\$35.51)	\$51.71	\$0.00	\$1,739.85	\$449.23	\$130.08	\$151.73	\$617.76	\$391.05	\$1,739.85
06/15/01	ACH	\$3,447.23	(\$71.01)	\$103.42	\$0.00	\$3,479.64	\$898.45	\$260.15	\$303.45	\$1,235.50	\$782.09	\$3,479.64
06/23/21	ACH	\$3,937.68	(\$82.30)	\$177.19	\$0.00	\$4,032.57	\$1,041.22	\$301.49	\$351.66	\$1,431.83	\$906.37	\$4,032.57
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$ 1,606,685.48</b>	<b>\$ (31,113.31)</b>	<b>\$ (51,020.25)</b>	<b>\$ 107.47</b>	<b>\$ 1,524,659.39</b>	<b>\$ 393,688.90</b>	<b>\$ 113,988.70</b>	<b>\$ 132,956.15</b>	<b>\$ 541,345.32</b>	<b>\$ 342,680.32</b>	<b>\$ 1,524,659.39</b>

102%	Net Percent Collected
\$ -	Balance Remaining to Collect

## SECTION 3

## SECTION (a)

## EXHIBIT C

### FORMS OF REQUISITIONS

#### TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 3B PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Towne Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of June 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of August 1, 2019 (collectively, the "Assessment Area 3B Indenture") each by and between the District and U.S. Bank National Association, as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area 3B Indenture):

- (A) Requisition Number: **103**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: **Absolute Engineering**
- (D) Amount Payable: **\$364.55**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments: Invoice # 020760 - Engineering Services for July 2021
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
  
X Assessment Area 3B Acquisition and Construction Account.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against:  
  
X Assessment Area 3B Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with:  
  
X the Costs of the Assessment Area 3B Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Responsible Officer

Date: \_\_\_\_\_

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area 3B Project and is consistent with: (i) the Acquisition Agreement; (ii) the plans and specifications for the portion of the Assessment Area 3B Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area 3B Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area 3B Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

# 103  
Absolute Eng.  
364.55

\_\_\_\_\_  
Consulting Engineer

SECTION (b)



## EXHIBIT C

### FORMS OF REQUISITIONS

#### TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 3C PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Towne Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of June 1, 2016, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of December 1, 2019 (collectively, the "Assessment Area 3C Indenture") each by and between the District and U.S. Bank National Association, as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area 3C Indenture):

- (A) Requisition Number: **61**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: **Highland Sumner LLC**
- (D) Amount Payable: **\$1,424,144.58** (Remaining Balance)
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Developer Funding Reimbursement**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
  - X Assessment Area 3C Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
  - X Assessment Area 3C Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
  - X the Costs of the Assessment Area 3C Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 5/13/21

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area 3C Project and is consistent with: (i) the Acquisition Agreement; (ii) the plans and specifications for the portion of the Assessment Area 3C Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area 3C Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area 3C Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Highland Summer  
# 61  
\$ 1,424,144.58

  
Consulting Engineer

## EXHIBIT C

### FORMS OF REQUISITIONS

#### TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 3C PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Towne Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of June 1, 2016, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of December 1, 2019 (collectively, the "Assessment Area 3C Indenture") each by and between the District and U.S. Bank National Association, as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area 3C Indenture):

- (A) Requisition Number: **62**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: **Absolute Engineering Inc**
- (D) Amount Payable: **\$1,266.56**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Invoice # 020802 – FEMA Survey for Aug 2021**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
  - X Assessment Area 3C Acquisition and Construction Account.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against:
  - X Assessment Area 3C Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with:
  - X the Costs of the Assessment Area 3C Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.


**TOWNE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 9/13/21

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area 3C Project and is consistent with: (i) the Acquisition Agreement; (ii) the plans and specifications for the portion of the Assessment Area 3C Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area 3C Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area 3C Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

  
Consulting Engineer

# 62  
Absolute Eng.  
\$ 1,266.56

## SECTION (c)

Requisition	Payee/Vendor	Amount	
92	Highland Sumner	\$	3,000.00
93	Absolute Engineering, Inc.	\$	19,040.42
94	Highland Sumner	\$	3,000.00
95	QGS Development	\$	5,400.00
96	QGS Development	\$	13,315.05
97	Stewart & Associates Property Services	\$	16,895.00
98	Absolute Engineering, Inc.	\$	1,199.41
99	Prince & Sons, Inc.	\$	4,850.00
100	Absolute Engineering, Inc.	\$	1,402.05
101	Highland Sumner	\$	174,153.55
TOTAL		\$	242,255.48

## SECTION 4

## SECTION (a)



**Towne Park**  
**Community Development District**



REVISED

3A - Funding Request #1  
March 23, 2021

Payee		Series 2018 3A - Capital Projects Fund	
1	Hamilton Engineering & Surveying Inc Invoice # 62549 - Construction Administration from 9/26/20 - 10/30/20	\$	175.00
		Total:	\$ 175.00

Please make check payable to:

Towne Park Community Development District  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2018 3A project which have not previously been paid.

  
Responsible Officer

**Towne Park**  
**Community Development District**

**3A - Funding Request #2**  
**April 12, 2021**

Payee		Series 2018 3A - Capital Projects Fund	
1	Furr & Wegman Architects P.A. Invoice # 18088.03 - Construction Administration for Amenity Center	\$	3,000.00
		<b>Total:</b>	<b>\$ 3,000.00</b>

Please make check payable to:

**Towne Park Community Development District**  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2018 3A project which have not previously been paid.

  
Responsible Officer

SECTION (b)

**Towne Park**  
**Community Development District**

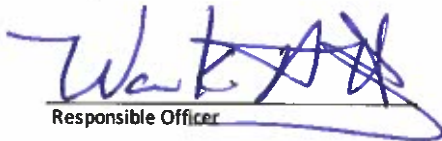
**3C - Funding Request #1**  
**March 16, 2021**

Payee		Series 2019 3C - Capital Projects Fund	
1	<b>Hopping Green &amp; Sams</b>		
	Invoice # 116927 - Phases 3 & 4 Construction for July 20	\$	632.50
	Invoice # 118797 - Phases 3 & 4 Construction for October 2020	\$	930.00
		<b>Total:</b>	<b>\$ 1,562.50</b>

Please make check payable to:

**Towne Park Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2018 3C project which have not previously been paid.

  
Responsible Officer

**Towne Park**  
**Community Development District**

**3C - Funding Request #2**  
**March 23, 2021**

Payee		Series 2019 3C - Capital Projects Fund	
2	Greenland Services, LLC Invoice # 220231 - Riverstone 3/4 removed barb wire fence	\$	2,500.00

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Total:	\$	2,500.00
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Please make check payable to:

**Towne Park Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the Invoices listed are costs of the Series 2018 3C project which have not previously been paid.

  
Responsible Officer

**Towne Park**  
Community Development District

**ENTERED**

By manifest at 10:30:58 AM, 5/18/2021

3C - Funding Request #3  
May 17, 2021

Payee

Series 2019 3C - Capital Projects Fund

3	Stewart & Associates Property Services		
	Invoice # 11170 - Installed Sod/Mulch & Herbicide Treatment	\$	3,010.00
	Invoice # 11175 - Bahia Sod and Bed Prep	\$	13,380.00
	(Paid from 3D and need to get reimbursed)		

*REQ 61 & 72 reallocate to 3C*

Total:	\$	16,390.00
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Please make check payable to:

Towne Park Community Development District  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2018 3C project which have not previously been paid.

  
Responsible Officer

**Towne Park**  
**Community Development District**

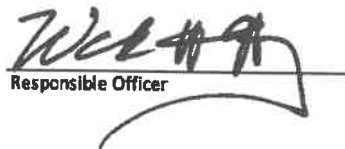
**3C - Funding Request #4**  
**July 1, 2021**

Payee		Series 2019 3C - Capital Projects Fund	
4	Danielle Fence Mfg Co., Inc Invoice # 69083 - Aluminum Fence Installed	\$	4,389.00
	Bank Maintenance Fee	\$	1,000.00
Total:		\$	5,389.00

Please make check payable to:

**Towne Park Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2018 3C project which have not previously been paid.

  
Responsible Officer

**Towne Park**  
**Community Development District**

**3C - Funding Request #5**  
**August 11, 2021**

Payee		Series 2019 3C - Capital Projects Fund	
5	Lawrence Lawn Service Invoice dated 8/4/21 - Clear brush along fence	\$	300.00
		<b>Total:</b>	<b>\$ 300.00</b>

Please make check payable to:

**Towne Park Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2018 3C project which have not previously been paid.

  
Responsible Officer



## SECTION (c)

**Towne Park**  
**Community Development District**

3D - Funding Request #1 July 26,  
2021

Bill: Highland Sumner LLC

**Payee**

**Series 2020 3D - Capital Projects Fund**

<b>1</b>	<b>QGS Development Inc</b>		
	Pay Application # 20723000007 thru 7/22/21 - Revised and Retainage	\$	248,500.72
	Remaining Balance		

<b>Total:</b>	<b>\$</b>	<b>248,500.72</b>
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Please make check payable to:

**Towne Park Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.

\_\_\_\_\_  
Responsible Officer

**Towne Park**  
**Community Development District**

3D - Funding Request #2  
August 11, 2021

Bill: Highland Sumner LLC

Payee		Series 2020 3D - Capital Projects Fund	
1	<b>Absolute Engineering Inc</b> Invoice # 020767 - Construction Staking for July 2021	\$	862.89
2	<b>Faulkner Engineering Services Inc</b> Invoice # FES13431 - Field Density tests	\$	24,010.00
3	<b>Stewart &amp; Associates Property Services Inc</b> Invoice # 11193 - Pay Application # 3	\$	3,967.50
		<b>Total:</b>	<b>\$ 28,840.39</b>

Please make check payable to:

**Towne Park Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.

  
Responsible Officer

**Towne Park**  
**Community Development District**

3D - Funding Request #3  
August 23, 2021

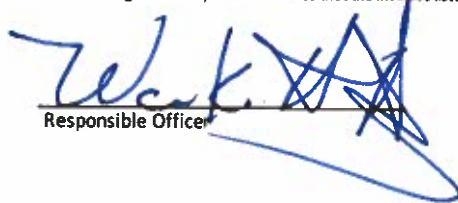
Bill: Highland Sumner LLC

Payee		Series 2020 3D - Capital Projects Fund	
1	<b>KE Law Group</b> Invoice # 126 - Phase 5&6 Construction for July 2021 Invoice # 98 - Phase 5&6 Construction for July 2021	\$ \$	153.00 136.00
2	<b>Danielle Fence Mfg. Co., Inc</b> Invoice # 00069379 - PVC Fence Installed	\$	20,645.80
3	<b>Hopping Green &amp; Sams</b> Invoice # 124042 - Ph 5&6 Construction services for June 2021	\$	128.00
		<b>Total:</b>	<b>\$ 21,062.80</b>

Please make check payable to:

**Towne Park Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.

  
Responsible Officer