

**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, **October 4, 2022** at 1:00 p.m. at Towne Parke Amenity Center, 3883 White Ibis Rd., Lakeland, Florida and by Zoom.

Present and constituting a quorum:

Greg Jones	Chairman
Jennifer Tidwell	Vice Chairman
Brad Fritz	Assistant Secretary
Zabrina Sides	Assistant Secretary

Also present were:

Tricia Adams	District Manager, GMS
Meredith Hammock	District Counsel, KE Law Group
Alan Rayl <i>by Zoom</i>	District Engineer
Clayton Smith	Field Services Manager, GMS
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams noted that this time was an opportunity for any members of the public to make a statement to the Board of Supervisors. She asked the audience if there was anyone who would like to make a statement to the Board of Supervisors. She noted that she didn't see any members of the public indicating an interest and no public participants joined via Zoom. Ms. Adams closed the public comment period.

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THIRD ORDER OF BUSINESS**New Business****A. Discussion of Renewal of Security Services Agreement – Securitas Security**

Ms. Adams stated that at last month's meeting they had the Security Services Agreement on the agenda and during the meeting there were some other agenda items that ran long, so the Board deferred discussion of the Security Services Agreement to this meeting. She noted that one other item in tandem with this is that their Security Services Agreement, which the Board approved in March, had an expiration date of September 30, 2022. She explained that this was typical for these agreements to expire with the District's fiscal year. She noted that today they would be seeking action from the Board to approve a 12-month extension that District counsel would prepare an agreement addendum to extend the term for 12 months with other provisions of the Security Agreement being the same. She stated that Board members had the ability to meet in a closed session to discuss security items related to specificity of security cameras, specificity of shifts, and other items that protected the security program of the District. She further explained that their session today was more in broad terms. She stated that the Board approved a hybrid style agreement where they have security services on site during peak pool use hours. She noted that they also had other times where security patrolled the facilities, both Amenity Center 1 and Amenity Center 2, to be on the lookout for any maintenance issues, vandalism issues, and any improper use of the facilities. She explained that they documented the condition of the facilities and would send out a photograph to the field services manager and District manager. She stated that currently the annual amount for the total security services was \$28,887. She explained that during the budget adoption, the Board approved a budget of about \$34,000 for security services so that if there was a holiday or a certain time of the week, such as spring break or the Fourth of July where they want to provide for additional security services, they would have that flexibility to do so. She stated that she did want to defer to the Chairman because he was the one who requested this as a general discussion item.

Mr. Jones stated that Ms. Adams covered the broad scope. He added that as the community grew, they wanted to make sure that they keep weekends covered. He stated that there had been discussion of the seven-day week and that it was a little out of budget reach right now, but they want to keep on with their current program and the contract. Ms. Adams stated that they were going to ask for Board action and that they had recently worked with their security service provider in order to target the time that they do patrols for times of day to best deter unattended juveniles. Mr. Jones stated that weekend coverage had been working fine. He asked if there was flexibility

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in the upcoming months. Ms. Adams responded yes, the pool was permitted to be open from dawn to dusk and the security. Mr. Jones asked if they were required to have a security guard in February, for example, when it is 32 degrees on Saturday. Ms. Adams responded that there was a certain degree of flexibility, but the security service industry was a challenging industry for staffing and once they found a good security officer who was committed to the site and trained on the site, there would be some advantage to ensuring that there was a continuity with hours. She noted that they also had other amenity centers where there may be some opportunities within the current agreement to ensure that the amenities were staffed and would make good use of the security guard. Mr. Jones asked if it would be more flexible that they do it as needed with the field manager. Ms. Hammock stated that if that was something that the Board was interested in, if the Board decided to authorize the addendum, it would be something that they could include. Ms. Adams stated that the security service provider had been very accommodating with any request that they have had such as extra eyes on the amenities following the hurricane, so she would expect that same cooperation moving forward.

On MOTION by Mr. Jones, seconded by Ms. Tidwell, with all in favor, Renewing of the Security Services Agreement for a 12-Month Period Subject to District Counsel Preparing the Agreement Addendum, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the September 13, 2022 Board of Supervisors Meeting

Ms. Adams presented the minutes of the September 13, 2022 Board of Supervisors meeting and asked for a motion to approve minutes.

On MOTION by Mr. Fritz, seconded by Mr. Jones, with all in favor, the Minutes of the September 13, 2022 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hammock stated that they had been specifically asked to bring back an update on the status of the bridge and the road turn over. She noted that she did stand ready with the contract

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with respect to any roadway defects. She explained that the city of Lakeland was not going to accept the roadways or bridges without that being addressed.

**Alan Rayl joined the meeting via Zoom at this time.*

Ms. Adams updated Mr. Rayl stating that Ms. Hammock was just bringing the Board up to speed regarding the warranty repairs for the road work and property conveyance to City of Lakeland. Mr. Rayl stated that they had reviewed the information that was provided regarding the contractors bid for repair work. He stated that Faulkner's report and findings that they encountered when they did some analysis of the areas that were failing. He also noted that the minutes from the one-year warranty walk through reviewed those deficiencies. He stated that the Pavement Repair Proposal, the quantities and methods, were appropriate. He noted that there were some things that were mentioned in Faulkner's report about how some trapped surface water was playing a part in causing these failures where when they have a very wet summer and some of the adjacent grass areas to some of the pavement areas where failures were occurring were areas where surface waters were trapped and not allowed to freely drain away. He further explained that the water stays in between the layer between the base and the asphalt, which added to the circumstances that were creating the asphalt failures that they were seeing on the surface and the base rutting that they were seeing come through on the surface where the asphalt was not going to be the problem, but when the base fails beneath it, then the asphalt was going to go away as well. He stated that there may be some additional efforts that may need to be taken in some of the adjacent green space where they look at some grading there and if they are trapping water in certain areas and it is not able to drain away. He noted that they may be fixing the asphalt or the pavement section today, but not curing the source of the problem, but treating the symptom of it. He suggested that they check into that a little further, but he didn't object to what was being proposed to make the physical pavement repairs and the locations identified. Mr. Jones stated that he understood that part, but asked in the broad scope, would the warranty cover the cost of those repairs, would it be put on the CDD, or back to the engineer of record. Mr. Rayl responded that if they had areas that were trapping water, they would have to specifically look at those and see if there were some grading that could have been done differently to make the area drain a little more freely or if it was designed appropriately, was it constructed appropriately in that area and the engineer record of grading schemes

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followed where water shouldn't have been trapped or were they not followed where water shouldn't have been trapped, but instead was being trapped. He noted that he didn't see anything in error or inappropriate with any of the roadway design. He stated that it all seemed to be per industry standard. He stated that he saw in the test reports that Faulkner did and the cores that they performed all showed the adequate thicknesses were put down for asphalt and base, so there wasn't anything where they had a deficient asphalt thickness, everything met the standard specification for pavement design that the engineer record prescribed. Mr. Jones asked if the record showed when they place the asphalt, was there any compaction that they did and recorded. Mr. Rayl responded that there was testing that was done during construction where they would get mix designs on the asphalt, temperatures on the asphalt on the truck, and densities taken on the subgrade and the pavement base as well. He noted that it was the engineer of record's responsibility to review those and if there was substandard density or compaction on the base material, then it would be their responsibility to coordinate with the contractor and the geotechnical lab to identify those areas and make sure that they were brought up to meet the standard before they could continue with finishing the paving. He stated that he hadn't seen any of the reports or results during construction testing, but he would expect that standard would have been met. Mr. Jones stated that if the cores coming out in the subbase report from Faulkner was saying that those standards were met, then it probably did, but it was just one thing to fall back on. He explained that he didn't know what the result would be because it keeps leaning towards the owner now and with Lakeland not being able to take responsibility or ownership of the roads, it was falling back on the CDD at this point. He asked if that was what Mr. Rayl was leaning towards. Mr. Rayl responded that he wouldn't say that and that he had not made any opinion about who's responsibility it was to write a check. Mr. Jones asked if there was a budget number that had been put out there yet and asked if it was the entire roads. Mr. Rayl responded that he was provided with a quote that was dated July 28th, Work Authorization #1 from QGS, and the typed total was a little north of \$182,000 and had been edited in pen by QGS down to \$166,824.42. He stated that there was no discussion of what prompted the revision. He noted that what they eliminated was Phases 5 and 6. He further explained that it was Medulla, Phase 1, Phase 2, Phase 5 and Phase 6 in the original quote that was \$182,000, then they struck out Phases 5 and 6, which included road repairs and some sidewalk repairs,

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and they got it down to the \$166,824.42. Mr. Jones responded that he assumed that they struck out Phases 5 and 6 because that would be covered under warranty.

Mr. Jones asked Mr. Rayl if he would keep them up to date as to the progress of what was developing as to the cost and expense of this. Mr. Rayl responded that he intended to finalize looking through all these things and would look at some of the areas where they specifically identified other forces being at work that contributed to the pavement failures to see if it was constructed incorrectly or designed incorrectly. He further explained that would point them in the direction as to responsibility for those areas. Mr. Jones asked if there was a timeline or if they would have any answers by the next meeting time. Mr. Rayl responded yes.

B. Engineer

Mr. Rayl stated that he had nothing further to review.

C. Field Manager's Report

Mr. Smith stated that at the last meeting they had approved a lot of things that were still in progress including landscape planning, parking lot sealing, bike racks, and bench installs throughout the community. He noted that they had a new pool vendor that started on the first. He noted that the previous vendor did not clean up after the storm. He stated that they took the initiative to prep for the storm when they saw it was coming in their direction by making sure everything was secure and locked up. He noted that in order to get reopened they had to make sure that the pools were cleaned out and the chemicals were at the correct level. He noted that there were fences down and were working with some options to get those repaired. He stated that they went through and helped clean up and was documenting it all. He noted that the biggest thing that they were facing was that they had some erosion on the main part of the pond that quickly eroded an area that was already partially eroded. He continued to discuss options for all the repairs. He noted that all the erosions were within the CDD areas. Mr. Jones stated that Mr. Smith and his crew did a wonderful job with getting everything cleaned up and that he knew that the residents appreciated it. The Board briefly discussed the playground repairs as well.

Mr. Jones asked Ms. Adams about insurance in a big event like this. Ms. Adams responded that they would work with the insurance company. She explained that they needed to look at cost for repairs versus how much that deductible would be. She noted that they would gather the information and present it to their insurance company. She stated that there were also opportunities

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with FEMA for disaster recovery although it was an extremely labor-intensive process, and FEMA required that they go through their insurance first. She stated that typically stormwater ponds were not covered.

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District Manager's Report**i. Approval of the Check Register**

Ms. Adams reviewed follow up items from last month. She stated that they did approve their updated policies and updated fees for renting the facility. She noted that those were implemented immediately. She also noted that anyone who previously applied for the amenity center at the previous rate were leaving it at that rate, but any new applications that they received were all at the new security deposit and new rental rate. She stated that the updated amenity policies had also been posted on the District website and conveyed to the security team. She explained that they had the amenity policies embedded into their security post orders. She stated that there was some question during the discussion of how to best regulate parking where the emergency access was and that was intended to be conveyed to the city of Lakeland. She further explained that it wouldn't make any sense for them to implement any parking rules because it was going to be conveyed to the City and they would be the ones to enforce the City of Lakeland parking ordinances. She stated that no matter who owns the roads, it was the City of Lakeland who was responsible for traffic enforcement and enforcing any city ordinances.

Ms. Adams stated that on page 27 of the agenda packet was the checks from September 7, 2022 to September 26, 2022 and they were all out of their general fund. She stated that the total amount was \$74,131.39 and the detailed check run summary was behind the check register. She stated that she would be happy to answer any questions and that this did require Board action.

On MOTION by Mr. Jones, seconded by Ms. Tidwell, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams stated that on page 32 of the agenda packet was their unaudited financial report through the end of August and did not require any Board action. She noted that on page 34 in the first column was the general fund balance and they kept an eye on the unassigned balance on the bottom, which was \$361,123. She stated that they always wanted to make sure that they had enough for the end of the fiscal year and the first couple of months of the new fiscal year before the tax revenue started to come in. She stated that the next few pages showed their budget from fiscal year 2022, which just ended. She noted their prorated expenses compared to their actuals. She stated that this Board did a good job controlling expenses. She noted that their total prorated was almost \$733,000 in their actual expenses, so \$579,246. She also noted that any moneys that

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were in the general fund stayed in the general fund. She stated that she would confirm with the accounting team that they were doing the scheduled transfer out to their capital reserve fund of \$68,000 for fiscal year 2022.

SIXTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS**Supervisor Requests – Consideration of Events on District Property**

Mr. Jones stated that he would like to bring up something from some of the residents throughout the community. He asked if it would be allowed for residents to use TP2 as their parking lot for a Halloween event, Trunk-or-Treat. Ms. Adams responded that it would be a policy matter for the Board. Ms. Hammock added that her typical recommendation was a Licensing Agreement with an entity such as the HOA or some other legal entity, not individual licenses, for that sort of event to protect the District. She noted that they needed to make sure that there was no food or alcohol being served, or if there was, they needed to make license accommodations. Ms. Adams asked if it was a non-profit organization. Mr. Jones responded that he assumed that it was. Ms. Adams stated that the organization could petition for the License Agreement and District Counsel could provide the form of the License Agreement. She noted that it was October 4th, so if they were looking to do something on October 31st or the weekend before, they would need to delegate authority to the Chairman in order to approve the final form of the License Agreement and to work with staff regarding any details. Mr. Jones stated that he would have them forward details and they would open that discussion. Ms. Adams stated that if the Board wanted to act on this matter, they were certainly able to do so, but because it was not published on the agenda on the website 7-days in advance, they were required to take public comment on this matter. She asked how the Board wanted to proceed. Mr. Jones stated that at this point, they would need to pass up for this event, but he would inform the residents what would need to happen for next year. He noted that this would go for any event that anyone wanted whether they bring a food truck, etc. Ms. Adams asked for any other Board member request or discussion item. Hearing none,

SEVENTH ORDER OF BUSINESS**Public Comments**

There being none, the next item followed.

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EIGHTH ORDER OF BUSINESS

Adjournment

Ms. Adams adjourned the meeting.

On MOTION by Mr. Jones, seconded by Ms. Tidwell, with all in favor, the meeting was adjourned.

Tricia Adams
Secretary/Assistant Secretary

Gregory M. Jones
Chairman/Vice Chairman