

***Towne Park
Community Development District***

Agenda

January 3, 2023

AGENDA

Towne Park

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

December 27, 2022

**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, January 3, 2023, at 3:00 PM** at the **Towne Park Amenity Center #1, 3883 White Ibis Road, Lakeland, FL 33811.**

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/88595966026>

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

Meeting ID: 885 9596 6026

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Public comments can be submitted via email to the District Manager at tadams@gmscfl.com prior to the beginning of the meeting)
3. Organizational Matters
 - A. Acceptance of Resignation of Brad Fitz
 - B. Appointment of Individual to Fulfill the Board Vacancy of Seat 1 with a Term Ending November 2024
 - C. Administration of Oath of Office to Newly Appointed Supervisor
 - D. Consideration of Resolution 2023-02 Electing Officers
4. New Business
 - A. Consideration of Contract Agreement with Polk County Property Appraiser
 - B. Consideration of 2023 Data Sharing Agreement with Polk County Property Appraiser
 - C. Consideration of Temporary Group Fitness Instruction Agreement
 - D. Ratification of Temporary License Agreement with First Step Marketing (Holiday Event)
5. Approval of Minutes of the December 6, 2022, Board of Supervisors Meeting
6. Staff Reports
 - A. Attorney
 - i. Status of Roadway Conveyance
 - B. Engineer
 - C. Field Manager's Report
 - i. Update on Stormwater Pond Erosion Repair Schedule
 - D. District Manager's Report
 - i. Approval of Check Register

ii. Balance Sheet & Income Statement

7. Other Business
8. Supervisors Requests and Audience Comments
9. Public Comments
10. Adjournment

SECTION III

SECTION A

From: Bradley Fritz bfritz.cdd@gmail.com
Subject: Towne Park CDD Resignation
Date: December 20, 2022 at 4:09 PM
To: Brittany Brookes bbrookes@gmscfl.com, tadams@gmscfl.com



To whom this may concern,

Effective immediately, I am resigning my position as a board member for the Towne Park CDD as I am not longer a resident of the district.

I want to thank everyone for their hard work over at GMS and to the other board member, past and present. I wish the community and the board members nothing but the best. I know this community is in great hands with this team leading them into 2023 and beyond.

Sincerely
Brad Fritz

SECTION D

RESOLUTION 2023-02

**A RESOLUTION ELECTING THE OFFICERS OF THE
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT,
POLK COUNTY, FLORIDA.**

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; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Treasurer	_____
Assistant Treasurer	_____

PASSED AND ADOPTED this _____ day of _____ 2023.

ATTEST:

TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION IV

SECTION A

CONTRACT AGREEMENT

This Agreement made and entered into on Tuesday, December 6, 2022 by and between the Towne Park Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2023 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Towne Park Community Development District.
3. The term of this Agreement shall commence on January 1, 2023 or the date signed below, whichever is later, and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2023 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 14, 2023**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 15, 2023**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2023 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2023 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 15, 2023** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

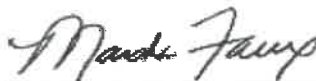
Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION B



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2023 Data Sharing and Usage Agreement

TOWNE PARK CDD

This Data Sharing and Usage Agreement, hereinafter referred to as "**Agreement**," establishes the terms and conditions under which the **TOWNE PARK CDD**, hereinafter referred to as "**agency**," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser's website or in FTP data files. In addition, the Polk County Property Appraiser's mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as "**confidential data**," will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on **January 1, 2023** and shall run until **December 31, 2023**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

TOWNE PARK CDD

Signature: Marsha Faux

Signature: _____

Print: Marsha M. Faux CFA, ASA

Print: _____

Title: Polk County Property Appraiser

Title: _____

Date: December 1, 2022

Date: _____

Please email the signed agreement to pataxroll@polk-county.net.

SECTION C

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT AND**

THIS NON-EXCLUSIVE, REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT (“**License Agreement**”) is made and entered into this ____ day of January, 2023, by and between:

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and

_____, a _____, with a mailing address of _____ (“**Licensee**” and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and maintains recreational facilities as District improvements, and specifically that certain recreational facility located at 3883 White Ibis Road, Lakeland, Florida, 33811 as shown on **Exhibit A**, attached hereto and incorporated herein by reference (“**License Area**” or “**Amenity Facility**”); and

WHEREAS, Licensee approached the District and desires to make use of the License Area for hosting group exercise classes in accordance with the terms set forth herein, and in the manner and at the times set forth in **Exhibit B** (“**Exercise Program**”); and

WHEREAS, the District is willing to allow the Licensee to make use of the License Area for the Exercise Program provided that such use does not impede the District’s operation of the License Area as a public improvement; and

WHEREAS, the District has determined that providing the Licensee with the ability to use the License Area is a benefit to the District, is a proper public purpose, and makes appropriate use of the District’s public facilities; and

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

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive license to use the License Area for the Exercise Program (“**License**”). In consideration for use of the License Area, Licensee agrees to the following conditions:

- A.** Licensee’s access is limited to the License Area as highlighted in yellow on **Exhibit A**. No other use of or access to the District’s property is permitted. The District does not and cannot confer rights or interests in property outside of the License Area and makes no representations regarding the same. Licensee is solely responsible for obtaining consents, permits and meeting all regulatory requirements to utilize non-District property.
- B.** Licensee’s access is limited to days and times set forth in **Exhibit B** (“**Scheduled Times**”). This Agreement does not grant access to the License Area at any other days or times except as set forth herein and as coordinated and approved by the District’s designee. The District’s designees for purposes of this Agreement shall be its District Manager. Moreover, the District or its designee shall have the authority to direct Licensee to cancel a class or classes for any reason, in the District’s sole discretion, by providing notice to Licensee. Licensee shall meet with the management staff prior to scheduled Exercise Programs to coordinate parking plans, details, times, and housekeeping responsibilities.
- C.** The Licensee shall limit the number of Exercise Program participants to that required for compliance with stated regulations, laws, and guidelines which may change from time to time.
- D.** Licensee shall provide to the District a Towne Park Community Development District Consent and Waiver from Liability (“**Release**”), in the form attached hereto as **Exhibit C**, fully executed by each Exercise Program participant and the parent or legal guardian of such Exercise Program participant, resident and non-resident instructors/volunteers, along with all Exercise Program participants and their guardians, prior to that Exercise Program participants’ use of the Amenity Facility. The Licensee shall not permit any Exercise Program participant to use the Amenity Facility without first providing the District with a fully-executed Release for such participant. Should the Licensee fail to comply with this section, the District may immediately terminate this License Agreement, notwithstanding any provisions to the contrary. Licensee shall provide copies of the Releases, fully executed by each Exercise Program participant and, for minors, the parent or legal guardian of such participant, prior to that Exercise Program participants’ use of the License Area, to the District Manager. An electronic or hard copy form is permissible.
- E.** The Parties acknowledge that weather conditions and other public health considerations may affect the use of the Amenity Facility at any given time. The District shall have the right to temporarily close the Amenity Facility on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds, or as

otherwise required to protect the health, safety, and welfare of District residents and the general public. Licensee shall abide by the decision of the District as to the closure of the Amenity Facility. Licensee shall be responsible for the safety of its staff, guests, invitees, agents, or participants during such times.

- F.** Only Exercise Program participants, meaning only those persons thirteen (13) years of age and older who have a fully executed Release, as defined herein, on file with the District, and properly certified and/or licensed coaches using the License Area for the Exercise Program are permitted to enter the License Area, except in case of emergency. Family members, persons under the thirteen (13) years of age, fitness coaches or instructors not properly certified and/or licensed, and/or guests of Licensee may not use the License Area in conjunction with this License. However, nothing in this Agreement is intended to limit District Patrons' (as that term is defined in the Amenity Policies & Rates) access to the Amenity Facility.
- G.** Licensee's use of the License Area shall be contemporaneous with the use of the License Area by the District's patrons and guests, and Licensee's use shall not interfere with the operation of the License Area as a public improvement.
- H.** Licensee's use of the License Area shall be subject to the policies and regulations of the District, and Licensee acknowledges receipt of all such policies and rules. All promotional materials shall make clear that the Exercise Program is not a District sponsored or affiliated event.
- I.** Exercise Program classes shall be open to Patrons of the District. Patrons of the District shall be given priority when filling availability in Exercise Program classes; however, for the term of this Agreement, if any Exercise Program class is not at capacity, non-residents may participate for a fee of \$____.____ per non-resident for up to ____ (____) Exercise Program classes. [Licensee shall collect and remit non-resident participation fee to the District c/o District Manager at 219 E. Livingston Street, Orlando, Florida 32801.]
- J.** The number of Exercise Program participants and instructors permitting in the License Area during Exercise Program classes shall not exceed the maximum number of individuals permitted to use the facility at any one time in accordance with applicable law, code, ordinance, or other rule by such authority having jurisdiction. If the Amenity Facility is at capacity, the Exercise Program participants shall not enter the License Area or shall vacate the Amenity Facility for District Patrons use.
- K.** Licensee shall maintain the License Area in a clean, neat, and sanitary condition in accordance with all applicable laws, rules, regulations, ordinances and covenants. Repairs of the License Area that are determined by the District and to be a result of this License Agreement, shall be completed in a timely manner and at the Licensee's sole cost and expense. Further, the Licensee shall ensure proper coordination of parking plans, garbage/trash pickup responsibilities, maintenance of traffic and obtain any and all authorizations required by any regulatory agencies, including but not limited to Polk

County, FDOT, the State of Florida or other entities. It is the responsibility of the Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion and trash is properly disposed of in trash cans and taken to the dumpster. Moreover, Licensee acknowledges that no equipment, materials, or other personal property may be stored in the Amenity Facility or otherwise on District property.

- L. Licensee may display temporary signage during Exercise Programs only. Signs may be displayed on the day of the lesson and must be taken down at the conclusion of each lesson. Any other permanent signage, other than advertising in accordance with the District's policies and coordinated through the management staff, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: "this is not a Towne Park CDD sponsored or endorsed event."
- M. Parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts District or landowner property in the District shall be prohibited and may result in immediate termination of this License. Licensee shall be held responsible for coordination of all parking efforts related to the activities provided for herein.
- N. The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but in no way limited to, health department requirements, fire code and other laws ("**Laws**"). It is Licensee's responsibility to know, understand and follow such Laws.

3. TERM. The term of the License shall be from January __, 2023 through September 30, 2023, unless terminated or revoked pursuant to section 4 below. However, the covenants and obligations of Licensee contained herein, to the extent such acts accrue during the term of this Agreement, shall survive cancellation for acts and omissions which occurred during the effective term of the License Agreement.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability.

5. PROFESSIONAL JUDGMENT. Licensee represents that it is qualified to operate exercise programs and to provide trained and qualified fitness coaches, instructors, and administrators. Licensee shall maintain all required licenses and certifications in effect and shall

at all times exercise sound professional judgment, including taking precautions for the safety of its participants, staff and invitees. All minors participating in the Exercise Programs shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any Exercise Program participant while using the License Area. Any and all waivers signed by Licensee's Exercise Program participants shall acknowledge the fact that the Exercise Program is not a District sponsored or endorsed event. Furthermore, Licensee shall be solely responsible for procuring all state, county and local permits, certifications and otherwise complying with all applicable law in administering the Exercise Program.

6. CAPACITY OF LICENSE AREA. Licensee shall determine the number of Exercise Program participants and the appropriate ratio of Exercise Program participants to Exercise Program coaches, instructors, and administrators; provided, however, that number of Exercise Program participants shall not exceed _____ (____) participants, and provided that Licensee shall provide the expected number of Exercise Program participants to the District Manager prior to each group fitness class and provide a final roster of each group fitness class to the District Manager within two (2) weeks of each group fitness class.

7. INSURANCE AND INDEMNITY. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its staff, agents, resident and non-resident participants, guests, or invitees. The insurance coverage shall additionally include: a minimum of \$500,000 abuse/molestation coverage; a minimum of \$25,000 medical/dental accident coverage; a minimum of \$1,000,000 combined single limit automobile liability coverage; and a minimum of \$300,000/occurrence damage to rented premises coverage. The District and its supervisors, officers, professional staff, amenity management staff and agents shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its staff, agents, participants, guests, or invitees, including but not limited to COVID-19. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law.

8. NOTICES. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to the District:	Towne Park Community Development District 219 E. Livingston Street Orlando, FL 32801 Attn: District Manager
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With a copy to:

KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, FL 32303
Attn: District Counsel

B. If to the Licensee:

Attn: _____

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

9. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its Patrons (as that term is defined in the District Amenity Facilities Policy) and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third-parties as a result of the Licensee's use of the Amenity Facility under this License Agreement. Licensee shall commence repair any damage resulting from its operations under this License Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

10. ENFORCEMENT OF LICENSE AGREEMENT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Licensee's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than one hundred dollars (\$100).

11. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **GMS Central Florida LLC ("Public Records Custodian")**. Among other requirements and to the extent applicable by law, Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable

time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Licensee, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407)841-5524, RECORDREQUEST@GMSCFL.COM, OR 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

12. REVENUE. Licensee shall be permitted to charge its standard fee per participant for each Exercise Program lesson and shall remit to the District twenty percent (20%) of such fees, exclusive of registration fees collected to cover the cost of materials. Licensee shall provide a detailed accounting of all revenues in the form of a report that details pricing of services provided, and the number of individuals serviced. The District reserves the right to request additional detail or back up for such financials upon its request.

13. E-VERIFY REQUIREMENTS. The Licensee shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Licensee shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Licensee has knowingly violated Section 448.091, *Florida Statutes*.

If the Licensee anticipates entering into agreements with a subcontractor for the Exercise Program, Licensee will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Licensee shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Licensee has otherwise complied with its obligations hereunder, the District shall promptly notify the Licensee. The Licensee agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further,

absent such notification from the District, the Licensee or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Licensee represents that no public employer has terminated a contract with the Licensee under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

14. CONTROLLING LAW; VENUE; REMEDIES. This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

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

16. NO TRANSFER OR ASSIGNMENT. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License without such prior written consent shall be void.

17. ENTIRE AGREEMENT. This is the entire License Agreement of the Parties, and it may not be amended except in writing signed by both Parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the Amenity Facilities.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties execute this License Agreement the day and year first written above.

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

_____, a _____

By: _____

Its: _____

- Exhibit A:** Amenity Facility
Exhibit B: Schedule of Exercise Programs
Exhibit C: Form of Waiver

EXHIBIT A
AMENITY FACILITY

The "License Area" shall be defined as the District's Amenity Facility located at 3883 White Ibis Road, Lakeland, Florida, 33811, as shown in the map below.



EXHIBIT B
EXERCISE PROGRAM - SCHEDULED TIMES AND SESSIONS

2023 Dates

Community: _____

Duration: 6 weeks

Start Date: January __, 2023

Day(s) of Week: _____

End Date: September 30, 2023

Time: __: __ - __: __ .M.

 __: __ - __: __ .M.

 __: __ - __: __ .M.

 __: __ - __: __ .M.

Cost: \$____. __ per participant per class.

EXHIBIT C
FORM OF WAIVER AND RELEASE

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

The undersigned understands, acknowledges, and agrees that he/she/they and/or the minor(s) for which the undersigned is/are legally responsible as parent(s) or guardian(s) have freely chosen to participate and/or have freely chosen to permit my child to participate in certain recreational activities (the "Activities") sponsored by _____ ("Exercise Program Instructor") at the Towne Park Community Development District ("District") amenity facilities (the "Facilities") at my/his/her/their sole and absolute risk. The undersigned understands, acknowledges, and agrees that: (1) use of the Facilities and common areas may carry grave potential risks, including the risk of severe bodily injury and death, and (2) in consideration for using the Facilities and common areas, the undersigned agrees to solely bear and assume all risks associated with the use of said Facilities and common areas, including one hundred percent (100%) of any damages, costs, loss of services, expenses, attorneys' fees, and any other losses or claims that may accrue in any way relating to, or arising from the use of said Facilities and common areas, irrespective of whether the District, its Supervisors, officers, staff, employees, agents, assigns and volunteers, along with the District Management and Field Management, and their agents, officers and employees ("Released Parties") may have been actively or passively negligent in any way, manner, shape or form. The undersigned fully understands, acknowledges, and agrees that he/she/they shall safely conduct themselves, and strictly and safely supervise the minor(s) under his/her/their care, at all times while in the Facilities, on the common areas, and/or on any other property within the District.

The undersigned acknowledges that the exercise and fitness activities, including but not limited to, strength training, running, agility drills, jumping, intense cardiovascular activities and flexibility training are potentially hazardous activities. The undersigned and/or the minor(s) for which the undersigned is/are legally responsible as parent(s) or guardian(s) should not participate unless medically able to do so and properly trained. The undersigned and/or the minor(s) for which the undersigned is/are legally responsible as parent(s) or guardian(s) assume all risks associated with fitness training and exercise in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which the undersigned and/or the minor(s) for which the undersigned is/are legally responsible as parent(s) or guardian(s) I might have based on any of those and other risks typically found in group fitness class activities. The undersigned acknowledges all such risks are known and understood by the undersigned. The undersigned and/or the minor(s) for which the undersigned is/are legally responsible as parent(s) or guardian(s) agrees to abide by all decisions of any fitness coach or instructor relative to participant's ability to safely participate in the group fitness class. The undersigned certifies as a material condition to the undersigned and/or the minor(s) for which the undersigned is/are legally responsible as parent(s) or guardian(s) being permitted to participate in group fitness class(es) that the participant is physically fit and sufficiently trained for participation in this/these group fitness class(es) and that a licensed Medical Doctor has verified the participant's physical condition.

The undersigned further understands, acknowledges, and agrees that: (1) the District is not responsible in any way, manner, shape, or form for rendering of Exercise Programs or the training and/or supervision of the instructors provided by Exercise Program Instructor; (2) Exercise Program Instructor is solely responsible for rendering said Exercise Programs and for training and supervising the instructors it provides; (3) the Released Parties have not recommended Exercise Program Instructor as an Exercise Program provider and do not possess the expertise to ever make such a recommendation; and (4) the undersigned is relying exclusively and absolutely upon his/her/their own personal investigation and due diligence into Exercise Program Instructor as a competent and proficient provider of Exercise Programs in choosing to participate in the Exercise Programs offered by Exercise Program Instructor. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or

oversee the activities occurring on the District's property in connection with the Exercise Program. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District's property. The provisions of this waiver of liability may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

By signing this Acknowledgment and Release, the undersigned hereby releases the Released Parties from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of (a) the undersigned's participation in the Activities and/or the minors under the undersigned's care participation in the Activities, (b) a failure to comply with the measures imposed by the Exercise Program Instructor or District, (c) a failure to comply with local, state, and federal laws and policies, procedures, and the District amenity rules; or (d) any damage, injury, or illness caused by the undersigned or minors under the undersigned's care (together, the "Released Claims").

The undersigned also agree to indemnify and hold harmless the Released Parties from the Released Claims, including any and all related costs, attorney fees, liabilities, settlements, and/or judgments. The undersigned confirms that he/she/they have carefully read this waiver and release, fully understand the above conditions, and agree to its terms knowingly and voluntarily. The undersigned understands that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. The undersigned further understands that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law. The undersigned agrees that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect. Moreover, the provisions of this waiver and release will continue in full force and effect even after the conclusion of my use of the District's property. This waiver and release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this waiver of liability may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

I CERTIFY THAT I (OR A PARENT OR ADULT GUARDIAN FOR ALL CHILDREN UNDER 18 YEARS) HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD, OR MY GUEST UTILIZE THE DISTRICT'S FACILITIES OR LANDS.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____

SECTION D

**LICENSE AGREEMENT BY AND BETWEEN TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT AND FIRST STEP MARKETING, LLC, REGARDING
THE USE OF CERTAIN DISTRICT PROPERTY**

THIS NON-EXCLUSIVE, REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT (“**License Agreement**”) is made and entered into this 14th day of December, 2022, by and between:

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and

FIRST STEP MARKETING, LLC, a Florida limited liability company, with a mailing address of 207 Timberlane Drive, Palm Harbor, Florida 34683 (“**Licensee**” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and maintains certain property designated as recreational open space located adjacent to the District’s recreational facility located at 3883 White Ibis Road, Lakeland, Florida, 33811 (“**Amenity Center 1**”), as shown on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, Licensee approached the District and desires to make use of the recreational open space located adjacent to Amenity Center 1 (“**License Area**”) for hosting an outdoor community gift wrapping event for District residents and their guests on December 21, 2022 (“**Event**”); and

WHEREAS, the District is willing to allow the Licensee and its volunteers to make use of the License Area for the Event provided that such use does not impede the District’s operation of the License Area as a public improvement and so long as the terms and conditions set forth herein are met; and

WHEREAS, the District has determined that providing the Licensee with the ability to use the License Area is a benefit to the District, is a proper public purpose, and makes appropriate use of the District’s public facilities; and

WHEREAS, the District does not warrant that the License Area is suitable or fit for purposes requested by Licensee, but Licensee does believe it to be fit and suitable for Licensee’s Event and Licensee acknowledges and understands that the District provides no warranties whatsoever; and

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

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive, revocable to use the License Area for the Event (“**License**”). In consideration for use of the License Area, Licensee agrees to the following conditions:

- A.** Licensee’s access is limited to the License Area as set forth in **Exhibit A**. No other use of or access to the District’s property is permitted. The District does not and cannot confer rights or interests in property outside of the License Area and makes no representations regarding the same. Licensee is solely responsible for obtaining consents and/or permits and meeting all regulatory requirements to utilize non-District property.
- B.** Licensee’s access is limited to the Event taking place on December 21, 2022, which includes set-up and take-down.
- C.** The Parties acknowledge that weather conditions may affect the use of the License Area at any given time. The District shall have the right, but not the obligation, to temporarily close the License Area on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the License Area. Licensee shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.
- D.** Licensee’s use of the License Area shall be contemporaneous with the use of the License Area by Patrons of the District (as that term is defined in the District’s adopted Amenity Facilities Policies and Rates), and Licensee’s use shall not interfere with the operation of the License Area as a public improvement.
- E.** Proper non-permanent signage regarding parking and other information may be used during the term of this License only. Said property shall be restored to the same or better condition after completion of the Event.

- F.** Licensee shall be solely responsible for all preparations necessary for the Event to be held on the License Area. The District and the Licensee agree that all food, beverages, entertainment, security, parking, traffic control, crowd control, capacity determinations and personnel necessary for the Event shall be the sole responsibility of Licensee. Licensee understands and agrees that serving or selling of alcoholic beverages during the Event is strictly prohibited.
- G.** Licensee's use of the License Area shall be subject to the policies and regulations of the District, including but not limited to the Amenity Facilities Policies and Rates, and Licensee acknowledges receipt of all such policies and rules. All promotional materials shall make clear that it is not a District sponsored or affiliated event.
- H.** Licensee agrees to make every reasonable effort to ensure that District property, including the License Area, is not damaged or injured and agrees to assume full responsibility for the use of the License Area by its vendors, contractors, employees, agents, representatives, invitees or attendees during the preparations for, the conducting of, and the cleaning after the Event.
- i. **Repair.** Licensee agrees to maintain, restore, and repair, or cause to be maintained, restored or repaired, any District property which is damaged, destroyed, or otherwise impaired by Licensee's employees, vendors, contractors, agents, representatives, invitees or attendees, incurred during, or as a result of, the preparations for, the conduct of, or the cleaning after the Event.
 - ii. **Cleaning.** Licensee shall be responsible for the costs to clean up the License Area and adjacent District property, including but not limited to proper disposal of trash/debris. Licensee agrees to return the License Area to its pre-Event condition immediately following the Event, but in no event later than 12:00 p.m. on the immediately succeeding day. Any unattended property or personal belongings may be removed by District staff, with no liability for removing the same, if the same is not removed within twenty-four (24) hours following the Event.
 - iii. **District Evaluation.** The District Manager, or his or her designee, may evaluate the License Area after the Event and shall notify Licensee of any cleaning, repair or other restoration deemed necessary as a result of, or arising out of, the event or due to failure by Licensee to comply with the provisions of this Agreement. If Licensee fails, after the notification, to timely perform such cleaning, repair or other restoration to the satisfaction of the District, the District Manager, or his or her designee, may perform, or cause

to be performed, such cleaning, repair or other restoration to be made at Licensee's cost, and such cost incurred by the District shall be reimbursed by Licensee upon demand by the District Manager. Such reimbursement shall be made as soon as possible, but in no even later than fourteen (14) days after the District Manager submits the reimbursement for costs.

3. EVENT INSURANCE. Licensee agrees to obtain and maintain commercial general liability insurance ("**Event Insurance**") for use of the License Area during the Event. The Event Insurance shall, at minimum, provide one million dollars (\$1,000,000) in commercial general liability coverage for each occurrence and shall name the District and its supervisors, officers, employees, agents, and representatives as additional insureds. Licensee agrees to furnish a certificate to the District showing compliance with this Section prior to the Event. Licensee understands and agrees that failure to provide a certificate of Event Insurance as required by this Section may cause the District to cancel the event, without prior notice.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District.

5. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Licensee agrees to follow all Federal, State, County, City and District rules, policies and regulations when holding the Event and assumes all liability for any fines, notices, or violations the District receives as a result of the Event. This includes acquiring all the proper permits and documentation for the Event and complying with any relevant statutes, rules, ordinances, regulations or other laws.

6. INDEMNIFICATION.

A. Licensee agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of or related to the Event, including but not limited to intentional act or negligence of Licensee, its employees, vendors, contractors, guests, participants or agents, and/or as a result of Licensee's breach of any of its obligations under this Agreement. Provided, however, this indemnity excludes any claims or cause of action arising from or related to the District's gross negligence or willful misconduct. Licensee further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in

section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

- B. Obligations under this License Agreement shall include, but are not limited to, all costs including the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation and other related expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interests accrued against the District.
- C. In the event that the District is required to enforce this License Agreement by court proceedings or otherwise, then the District shall be entitled to recover from Licensee all costs incurred, including reasonable attorneys' fees.

7. **ENFORCEMENT OF LICENSE AGREEMENT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Licensee's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than one hundred dollars (\$100).

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

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, OR 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

9. CONTROLLING LAW; VENUE; REMEDIES. This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

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

11. NO TRANSFER OR ASSIGNMENT. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License without such prior written consent shall be void.

12. ENTIRE AGREEMENT. This is the entire License Agreement of the Parties, and it may not be amended except in writing signed by both Parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the License Area for the December 21, 2022, Event.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties execute this License Agreement the day and year first written above.

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Gregory M. Jones
Chairperson, Board of Supervisors

FIRST STEP MARKETING, LLC



By: Yara Ocasio
Its: 12/16/2022

Exhibit A: License Area

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, **December 6, 2022** at 3:00 p.m. at the Towne Park Amenity Center #1, 3883 White Ibis Road, Lakeland, Florida and by Zoom.

Present and constituting a quorum:

Greg Jones
Jennifer Tidwell
Brad Fritz
Roger Runyan

Chairman
Vice Chairperson
Assistant Secretary
Appointed as Assistant Secretary

Also present were:

Tricia Adams
Meredith Hammock
Alan Rayl *by Zoom*
Glen Clover *by Zoom*
Clayton Smith

District Manager, GMS
District Counsel, KE Law Group
District Engineer
Rayl Engineering
Field Services Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams 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. Adams noted that this time was an opportunity for any members of the public to make a statement to the Board of Supervisors. She noted that she didn't see members of the public present in the room or joining via Zoom. Ms. Adams closed the public comment period.

THIRD ORDER OF BUSINESS**Organizational Matters****A. Consideration of Appointment to Seat #2 and Seat #3 with Terms Expiring November 2026**

Ms. Adams noted that at last month's meeting they had a discussion of two seats on the Board that transitioned to the general election process; however, no one qualified through the general election process with the Supervisor of Elections office. She explained that last month, they declared two seats vacant. She noted that they had seat #2 and seat #3 with 4-year terms. She further explained that these were seats that the Board had the opportunity to make an appointment to the Board of Supervisors. She stated that in order to make an appointment, they were looking for a qualified elector at this time. She explained that a qualified elector was someone who was at least 18 years old, a US citizen, a resident of the State of Florida, a part of the Towne Park Community Development District, and was registered to vote with a Towne Park CDD address. She stated that at this time, the Board had the ability to handle this matter, or they could defer this matter for the incumbent Board members to serve in a carry-over period until the Board was ready to take action. She turned it over to the Board to make a decision on this matter. The Board decided to handle the matter and appoint seat #2 to Roger Runyan and seat #3 to Greg Jones, Chairman, with terms expiring November 2026.

On MOTION by Mr. Fritz, seconded by Ms. Tidwell, with all in favor, Appointing Roger Runyan to Seat #2 and Greg Jones to Seat #3 and Chairman, with Terms Expiring November 2026, was approved.

B. Administration of Oaths to Appointed Board Members

Ms. Adams swore in Mr. Roger Runyan and Mr. Greg Jones.

C. Consideration of Resolution 2023-01 Electing Officers

Ms. Adams noted that each time that there was an appointment to the Board or an election, they were required to have an election of officers, which would be position of Chair, Vice Chair, Assistant Secretaries, etc. She stated that previously Greg Jones was serving as Chair, Jennifer Tidwell was serving as Vice Chair, and the remaining Board members were serving as Assistant Secretaries. She further explained that they did have some staff serving in the roles of Treasurer, Assistant Treasurer, Secretary, and Assistant Secretary for the purpose of processing accounts

payable, processing the District's financial, and attesting the Chairman's signature. She explained that Jill Burns had been serving as Secretary, Tricia Adams was serving as Assistant Secretary, George Flint was serving as Treasurer, and Katie Costa was serving as Assistant Treasurer. She further explained that these were all staff members. She noted a couple of different options for the Board stating that they could take the positions one-by-one, if they wanted to make a nomination for Chair and then make a nomination for Vice Chair, or they could nominate a slate of officers. After Board discussion, it was decided to leave the staff as they were.

On MOTION by Mr. Fritz, seconded by Ms. Tidwell, with all in favor, Resolution 2023-01 Electing Officers with Greg Jones Serving as Chair, Jennifer Tidwell Serving as Vice Chair, the Remaining Board Members Serving as Assistant Secretaries, Jill Burns Serving as Secretary, Tricia Adams Serving as Assistant Secretary, George Flint Serving as Treasurer, and Katie Costa Serving as Assistant Treasurer, was approved.

FOURTH ORDER OF BUSINESS

New Business

A. Consideration of Group Fitness Classes at Towne Park Amenity Center

Ms. Adams noted that on page 10 of the PDF in the agenda package there was communication from a group fitness instructor who would like for the Board to consider offering group fitness classes there at the clubhouse. She explained that the person included quite a bit of detailed information in terms of their education, their experience, their concept for the class schedule, and the description of the class. She stated that they did ask for information relative to what they were thinking in terms of their compensation, which gives Board members some framework for discussion. She also noted that the Board had the ability to approve this type of activity and enter into a License Agreement with this individual for the purpose of holding group fitness classes. She further explained that when it came to the fees that were collected, the Board had discretion to allow for the instructor to directly collect those fees and for no money to be exchanged with the District. She noted that there were times when she would see that a portion of the fee imposed on residents would go back to the District to help offset the cost of operating the amenity such as increased electrical consumption, increased cleaning, etc. She stated that this was ready for Board discussion. She noted that subsequent to the person providing this written information, he also provided some video information that was received by District staff yesterday and they sent that out as soon as they received it in case Board members wanted to review that.

Mr. Jones stated that if they do make this an option, he wanted to review some things and make sure that the HOA could be there. He also noted that he wanted to make sure that they covered their expenses because they just increased the fees. Ms. Hammock noted a few considerations stating that in the District's Standard Licenses Agreement, there were some general requirements that she recommended. Some of the requirements that she suggested were for the District staff to be named as additional insurers before they got started for insurance, to use the District's waiver form for any exercise class and attach that to any Licenses Agreement prior to being able to participate. She also added that they would want to look at the building compacity and make sure there was no limitation. She further explained that the building compacity was also important due to the fact that generally with these two sublicenses because this was a public facility and a license is not a rental, that means it's not exclusive use, so those classes would be going on at the same time that everybody else was able to use the facility. Ms. Adams stated that these were all different aspects of a License Agreement, and the staff did not want to spend time putting together a potential License Agreement unless the Board was favorable enough to do that. She also noted to understand the concern of setting precedence, but this did not obligate the Board to enter into any other License Agreement and the Board would take each License Agreement consideration on an individual basis. Ms. Hammock noted that they could include if the Board was immutable to entering into some sort of License Agreement with a 6-week trial period and see how that goes and if it really works. She noted that if it does work, they could do an optional extension beyond that first 6-week trial period. Ms. Adams noted that this proposal was written with broad cautions and there was no specific class description or class schedule. She asked the Board if it would be helpful to have a specific class schedule. The Board was not concerned as much about the schedule but was wanting to make sure the costs were covered. Ms. Adams noted that when there was a private rental for a birthday party that was benefiting the private use of the facility, this would be an activity for Towne Park CDD residents and that would be something to consider. Ms. Hammock noted that typically in the License Agreements they explained that any damage that was caused in the class would be a liability on the licensee as part of the use of the facility. She further explained additional options for financial damage protection.

After Board discussion, Ms. Adams stated that she could communicate back with the person who proposed the group fitness classes and let them see a sample copy of the License Agreement that covered the insurance requirements, the indemnifications, the liability waivers,

and all the important legal aspects. She also noted that she could let them know that the instructor would be required to mop the floor, ensure that the facility was emptied of all fitness equipment following the session, and that the Board would want to receive 15% of the revenues to offset the cost of operating the amenity facility. She added that if all the following was agreeable, then it would be worth the staff putting together an agreement that the Board could consider at the next meeting. Ms. Adams asked if the Board wanted to write into the agreement a provision that if there was a rare opportunity to rent the facility, the group fitness classes would be subject to being canceled. The Board agreed and encouraged it to be in the early hours on Saturdays. Ms. Adams asked if the Board had any input or preference for morning classes or evening classes. The Board wanted to leave it up to the instructors.

Ms. Adams explained that the Community Development District had worked on a database of electronic mail address for Towne Park CDD residents who had applied for amenity cards. She further explained that when someone applied for an access card, they also collected their email address and would send out a notification if the pool was closed or if there were any other CDD matters. She noted that typically someone who was interested in promoting an activity for Towne Park residents may inquire about their ability to have an email blast sent out to notify residents about the schedule or about the opportunity. She asked the Board if they had any legal considerations for that or any Board input on that matter. After further Board discussion, Ms. Adams noted that they would reach out to the group fitness instructor and would discuss the terms of the agreement. She noted that if there was an interest in the terms of the agreement, they would bring back an agreement to the January meeting for Board consideration.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the November 1, 2022 Board of Supervisors Meeting

Ms. Adams presented the minutes of the November 1, 2022 Board of Supervisors meeting and asked for a motion to approve the minutes.

On MOTION by Ms. Tidwell, seconded by Mr. Jones, with all in favor, the Minutes of the November 1, 2022 Board of Supervisors Meeting, were approved.

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

Ms. Hammock welcomed the new Supervisors to the Board. She explained the Florida Ethics Laws, Florida Sunshine Laws, and Florida's Public Record Laws to the new Supervisors, which now apply to them when they act in the compacity as a Supervisor.

B. Engineer**i. Review of Revised Pavement Damage Assessment**

Mr. Rayl referred to the summary letter on page 23 of the agenda package stating that it was their review of the construction plans as they were designed with respect to the standard protocols and design criteria as it related to issues like groundwater, seasonal high-water table, underdrain systems, and the pavement sections. He noted that if the construction was done correctly per the improved plans, which it was and there were no deficiencies identified in the pavement section. He stated that as they look through the locations that were identified as having issues, they compared that to those areas of design on the plans and they were not in disagreement with what the original engineer record did in their design. He noted that there was one location where he would have added more underdrain in one spot than what was done by the engineer record. He explained that overall, they didn't find egregious errors in the design. He further explained that they had the areas of defect identified and they had the assessment of what was done with the plans, and they didn't find anything wrong. He noted that the City of Lakeland, as of yesterday, was expected to provide a punch list of items that they would need improved before they would be able to accept any of the roadway infrastructure. He stated that they didn't know if the new punch list would be the same items, more items, or less items. He noted that he could see that the City of Lakeland's viewpoint was to make sure that they were getting a satisfactory product that they would be taking over ownership and maintenance of. He further explained that was the latest status of where they were at with that. He asked the Board if they had any questions. Hearing none, he added that they would keep an eye out for the punch list and would be able to have a better idea of the path ahead of them to get from where they were at today to getting acceptance by the City of Lakeland and getting the roads turned over to them.

Ms. Adams noted that District counsel had also been involved in meetings with the City of Lakeland as it related to roadway conveyance. Ms. Hammock stated that she didn't sense that there was any hesitancy in a future date for the city to accept the roads. She explained that the City

Representatives that she had been talking to were primarily hesitate about accepting roads that needed repair off the bat. She further explained that what they hoped to do when they did finalize their actual list of items, was to look at that and evaluate that with the engineer and come back with an idea of what was actually necessary for them to take over the roads. She noted that eventually once they did have an actual idea of what the city was going to need to take those roads, then they could go through that process.

C. Field Manager's Report

Mr. Smith presented the Field Manager's report to include the storm preparation and the site damages from the storm. He noted that Hurricane Nicole was far less in magnitude to the previous storm Ian and due to the magnitude of the storm, additional preparation was not required. He noted that several of the trees were pushed over and leaning after the storm, and a few additional fence panels were damaged. He did note that many of the trees had already been straightened by the landscaper, but there were a few areas that still needed to be straightened. It was noted that there were still some remaining items from Hurricane Ian to repair, which would be covered under an insurance claim. He discussed the completed items starting with the site mulching. He noted that they had two mulching's per year with the bigger ones being done in May and the smaller ones done in November. It was noted that the main focal areas around the community were mulched, which included the main common areas and the amenities. The next completed item that he discussed was the sod replacement stating that the approved sod was replaced along Medulla in several locations and the sod appeared to be establishing well. One of the in-progress items that was discussed was the fencing repairs. He noted that the adjuster had come out and looked at everything, approved the fence repairs, and gave a quote, which was quite high. He explained that the vendor had been given the approval to start as soon as possible. He added that the fencing was being stored onsite and in the GMS shop and would be given to the vendor. Another in-progress item that was discussed was the community benches. He noted that there were several areas in the community viable for adding benches. He stated that one bench would go at the amenity playground and five benches would go along Medulla facing the ponds. It was noted that the benches would be installed at the first available opportunity.

i. Consideration of Proposal for Stormwater Pond Erosion Repair

The next item Mr. Smith discussed was the erosion repair, which included the entire bank on the south end of the large pond. He explained that this repair was called a DredgeSOX and was large piece of fabric with about 12' width, which they hem to the bank and fill it with soil. He noted that this pond had not eroded any more in the last three years. After Board discussion on this proposal, Ms. Adams noted that there were a few more considerations. She stated that the cost of the project was very expensive. She explained that this was over 700 linear feet and totaled \$79,059. She further explained that this repair was needed as a result of stormwater pond damage from Hurricane Ian. She noted that the District was the permit holder for the stormwater system, so staff was recommending to take the steps to make sure that they were maintained in accordance with the permit and that there were no further erosion issues. She also noted an update regarding their discussion on Hurricane Ian repairs last month stating that they spoke about their insurance claim where they had several items on the insurance claim that they expected reimbursement for. She stated that the erosion damage was not part of the insurance claim; however, there were opportunities for FEMA grants for this type of repair. She further noted that they had submitted a grant application in advance of the FEMA deadline. They do not know the status of the FEMA claim yet or if they would get that funding, but the District needed to consider this maintenance proposal independent of that FEMA funding. In order of paying for the cost of this repair with their previous fiscal year 2022, the Board allocated \$68,000 to be transferred to the Capital Reserve Fund. She noted that there was some additional money that was identified in the carry-forward surplus that could be aggregated together, so they were opening the reserve fund account with \$90,000. She also noted that they had a transfer-in scheduled as part of their current budget. She explained that there was funding that could be identified to pay for the cost of this repair. Mr. Runyan asked if this would be a contract. Ms. Adams responded that any approval that the Board takes to approve this repair would be subject to District counsel preparing an agreement in favor of the District that would cover all of the important insurance requirements, indemnification, statutory requirements, and surprised cost. After Board discussion, they decided to wait until the dryer season. This would also help financially because they would have their transfer-in and would have a better financial hold on everything. Another question asked was if they realistically thought that they would find someone else in the timeframe that they were looking for to find a better price. Mr. Smith responded no. Ms. Adams added that this was a proprietary solution. Another question

asked was to make sure that this wasn't high enough of a threshold to make sure that they would have to bid elsewhere and that they could just take this one bid and move on. Ms. Adams responded that was correct, this did not meet the required bid threshold. She added that this was a unique situation. She noted that the Board had the option to approve this proposal today or they could wait and get confirmation of details as it related to the dock uninstallation and reinstallation, they could bring it back in January. Ms. Adams asked if the Board would like to memorialize this discussion with a motion to approve the Solitude Lake Management proposal for \$79,059 for a lake bank restoration.

On MOTION by Mr. Jones, seconded by Ms. Tidwell, with all in favor, the Solitude Lake Management Proposal for \$79,059 for Lake Bank Restoration, was approved.

Ms. Adams noted that they would work with District counsel on the form of the agreement, the deposit, and scheduling. Mr. Jones noted access also, so that way they could convey to homeowners' access, new start dates, where they are going to start from, equipment, etc. Ms. Adams asked the Board members if they wanted staff to bring back a recommendation to next months meeting and plan for correspondence and communication on the matter related to the situation with the dock uninstallation. The Board agreed. Ms. Hammock stated that any time that there was a dock installed there, there was a required License Agreement with the District and it does have a provision requiring removal at any time at the cost of the installer, and it would be up to the District to determine whether or not it should be reinstalled.

D. District Manager's Report

i. Approval of the Check Register

Ms. Adams reviewed the check register found in the agenda package. She stated that it was from October 25, 2022 through November 28, 2022 and was \$55,839.50. She added that behind the check register was a check run summary. She asked if anyone had any questions. Hearing none, she asked for a motion to approve.

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 reviewed the unaudited financial statements that were included in the agenda packet through the end of October. She noted that there was no action required from the Board.

SEVENTH ORDER OF BUSINESS**Other Business**

Ms. Adams asked for any other business. There being none, the next item followed.

EIGHTH ORDER OF BUSINESS**Supervisors Requests and Audience Comments**

There being none, the next item followed.

NINTH ORDER OF BUSINESS**Public Comments**

Mary Riddle asked about the DredgeSOX. Mr. Smith noted that there were some YouTube videos which showed how this system worked. Mr. Smith noted that it was his opinion that this was a very simple system to use that was very natural.

Wayne Dunn asked for clarification that insurance was going to cover everything. Mr. Smith responded everything except for the deductible. He further explained that there was a \$10,000 deductible for everything and then the insurance would pay everything else. Mr. Wayne Dunn asked about the benches and if they knew where they were going to be. Mr. Jones responded yes; they had already designated where they were going to be. Ms. Adams stated to Mr. Wayne Dunn that there was a Community Development District website, TowneParkCDD.com, where there was a copy of the full agenda package for today including a diagram of where the benches would be placed.

TENTH 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.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION C

to be provided under separate cover

SECTION D

SECTION 1

Towne Park

Community Development District

Summary of Operating Checks

November 29, 2022 to December 23, 2022

Bank	Date	Check No.'s	Amount	
General Fund	11/30/22	464 - 468	\$	56,540.75
	12/8/22	469 - 474	\$	14,420.02
	12/15/22	475 - 481	\$	26,523.45
	12/21/22	482 - 484	\$	4,357.50
			<hr/>	
			\$	101,841.72
			<hr/>	
			\$	101,841.72

*** CHECK DATES 11/29/2022 - 12/23/2022 ***
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 #
11/30/22	00077	11/09/22 11415	202211 330-53800-47000	CLEANING SUPPLIES	*	348.98	
				E&A CLEANING CO			348.98 000464
11/30/22	00040	10/31/22 107	202210 320-53800-47500	GENERAL MAINT OCT 22	*	580.59	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			580.59 000465
11/30/22	00082	11/01/22 7311	202211 320-53800-46200	LANDSCAPE MAINT NOV 22	*	19,053.33	
		11/03/22 7239	202211 320-53800-46300	REPLACE MISSING SHRUBS	*	6,628.00	
		11/03/22 7240	202211 320-53800-46300	REPLACE MISSING SHRUBS	*	7,794.00	
		11/08/22 7360	202211 320-53800-46300	RIP/REPLACE SOD	*	16,800.00	
		11/14/22 7387	202211 320-53800-47300	REPLACE BROKEN ROTOR/NOZZ	*	142.97	
				PRINCE & SONS INC.			50,418.30 000466
11/30/22	00071	11/01/22 17854	202211 330-53800-47500	MAINT/INSTALL BROKEN TILE	*	450.00	
		11/01/22 17855	202211 330-53800-47500	MAINT/INSTALL POOL MOTOR	*	525.00	
		11/01/22 17861	202211 330-53800-47500	MAINT/INSTALL FLOW SWITCH	*	250.00	
		11/05/22 17874	202211 330-53800-47500	MAINT/INSTALL LOCK POLE	*	185.00	
		11/14/22 17885	202211 330-53800-47500	MAINT/INSTALL POOL FILTER	*	1,250.00	
				RESORT POOL SERVICES DBA			2,660.00 000467
11/30/22	00087	10/31/22 11031014	202210 330-53800-34500	SECURITY OCT 22	*	2,532.88	
				SECURITAS SECURITY SERVICES			2,532.88 000468
12/08/22	00077	11/20/22 79084	202212 330-53800-47000	CLEANING DEC 22	*	1,230.00	
		11/21/22 11446	202211 330-53800-47000	CLEANING SUPPLIES	*	66.07	
		12/01/22 11456	202212 330-53800-47000	CLEANING SUPPLIES	*	70.46	
		12/01/22 11457	202212 330-53800-47000	CLEANING SUPPLIES	*	67.82	
				E&A CLEANING CO			1,434.35 000469

TWPK TOWNE PARK CDD MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/15/22	00080	12/06/22 GJ120620	202212 310-51300-11000	BOS MEETING 12/6/22	*	200.00	
				GREGORY M. JONES			200.00 000477
12/15/22	00055	12/06/22 JT120620	202212 310-51300-11000	BOS MEETING 12/6/22	*	200.00	
				JENNIFER TIDWELL			200.00 000478
12/15/22	00082	12/01/22 7548	202212 320-53800-46200	LANDSCAPE MAINT DEC 22	*	19,053.33	
				PRINCE & SONS INC.			19,053.33 000479
12/15/22	00091	12/06/22 RR120620	202212 310-51300-11000	BOS MEETING 12/6/22	*	200.00	
				ROGER RUNYAN			200.00 000480
12/15/22	00064	12/14/22 12142022	202212 300-15500-10000	EQUIPMENT LEASE JAN 23	*	278.51	
				WHFS, LLC			278.51 000481
12/21/22	00077	12/13/22 79140	202212 330-53800-47000	AFTER EVENTS CLEAN UP	*	750.00	
				E&A CLEANING CO			750.00 000482
12/21/22	00068	12/13/22 5162	202211 310-51300-31500	GENERAL COUNSEL NOV 22	*	3,457.50	
				KE LAW GROUP, PLLC			3,457.50 000483
12/21/22	00071	12/19/22 18165	202212 330-53800-47500	INSTALL LIFE RING & ROPE	*	150.00	
				RESORT POOL SERVICES DBA			150.00 000484
TOTAL FOR BANK A						101,841.72	
TOTAL FOR REGISTER						101,841.72	

TWPK TOWNE PARK CDD MBYINGTON

SECTION 2

Towne Park
Community Development District

Unaudited Financial Reporting
November 30, 2022



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Towne Park
Community Development District
Combined Balance Sheet
November 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 217,022	\$ -	\$ -	\$ 217,022
Capital Projects Account	\$ -	\$ -	\$ 975	\$ 975
Investments:				
Series 2016 - 2A				
Reserve	\$ -	\$ 111,450	\$ -	\$ 111,450
Revenue	\$ -	\$ 11,673	\$ -	\$ 11,673
Prepayment	\$ -	\$ 1	\$ -	\$ 1
Construction	\$ -	\$ -	\$ 0	\$ 0
Series 2018 - 2B				
Reserve	\$ -	\$ 60,538	\$ -	\$ 60,538
Revenue	\$ -	\$ 23,397	\$ -	\$ 23,397
Prepayment	\$ -	\$ 1	\$ -	\$ 1
General	\$ -	\$ 0	\$ -	\$ 0
Construction	\$ -	\$ -	\$ 69	\$ 69
Series 2018 - 3A				
Reserve	\$ -	\$ 256,678	\$ -	\$ 256,678
Revenue	\$ -	\$ 40,725	\$ -	\$ 40,725
Prepayment	\$ -	\$ 1	\$ -	\$ 1
Series 2019 - 3B				
Reserve	\$ -	\$ 167,922	\$ -	\$ 167,922
Revenue	\$ -	\$ 32,900	\$ -	\$ 32,900
Construction	\$ -	\$ -	\$ 134,707	\$ 134,707
Series 2019 - 3C				
Reserve	\$ -	\$ 112,803	\$ -	\$ 112,803
Revenue	\$ -	\$ 3,236	\$ -	\$ 3,236
Prepayment	\$ -	\$ 12	\$ -	\$ 12
Construction	\$ -	\$ -	\$ 0	\$ 0
Series 2020 - 3D				
Reserve	\$ -	\$ 200,003	\$ -	\$ 200,003
Revenue	\$ -	\$ 4,527	\$ -	\$ 4,527
Construction	\$ -	\$ -	\$ 1,400	\$ 1,400
Deposits	\$ 4,500	\$ -	\$ -	\$ 4,500
Due from General Fund	\$ -	\$ 54,956	\$ 25	\$ 54,981
Prepaid Expenses	\$ 28,115	\$ -	\$ -	\$ 28,115
Total Assets	\$ 249,637	\$ 1,080,822	\$ 137,176	\$ 1,467,634
Liabilities:				
Accounts Payable	\$ 8,930	\$ -	\$ -	\$ 8,930
Contracts Payable	\$ -	\$ -	\$ 8,560	\$ 8,560
Due to Capital Projects	\$ 25	\$ -	\$ -	\$ 25
Due to Debt Service	\$ 54,956	\$ -	\$ -	\$ 54,956
Total Liabilities	\$ 63,911	\$ -	\$ 8,560	\$ 72,471
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 28,115	\$ -	\$ -	\$ 28,115
Restricted for:				
Debt Service - Series 2016 - 2A	\$ -	\$ 126,677	\$ -	\$ 126,677
Debt Service - Series 2018 - 2B	\$ -	\$ 88,078	\$ -	\$ 88,078
Debt Service - Series 2018 - 3A	\$ -	\$ 314,097	\$ -	\$ 314,097
Debt Service - Series 2019 - 3B	\$ -	\$ 211,500	\$ -	\$ 211,500
Debt Service - Series 2019 - 3C	\$ -	\$ 123,223	\$ -	\$ 123,223
Debt Service - Series 2020 - 3D	\$ -	\$ 217,246	\$ -	\$ 217,246
Capital Projects	\$ -	\$ -	\$ 128,616	\$ 128,616
Unassigned	\$ 157,611	\$ -	\$ -	\$ 157,611
Total Fund Balances	\$ 185,726	\$ 1,080,822	\$ 128,616	\$ 1,395,163
Total Liabilities & Fund Balance	\$ 249,637	\$ 1,080,822	\$ 137,176	\$ 1,467,634

Towne Park
Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
<u>Revenues:</u>				
Assessments - Tax Roll	\$ 860,473	\$ 25,555	\$ 25,555	\$ -
Other Income	\$ 2,400	\$ 400	\$ 640	\$ 240
Total Revenues	\$ 862,873	\$ 25,955	\$ 26,195	\$ 240
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 2,000	\$ 1,600	\$ 400
Engineering Fees	\$ 10,000	\$ 1,667	\$ 2,429	\$ (763)
Attorney	\$ 40,000	\$ 6,667	\$ 5,852	\$ 815
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Roll Services	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Reamortization Schedules	\$ 625	\$ 400	\$ 400	\$ -
Dissemination	\$ 10,000	\$ 1,667	\$ 1,667	\$ 0
Trustee Fees	\$ 23,867	\$ 14,533	\$ 14,533	\$ -
Management Fees	\$ 42,500	\$ 7,083	\$ 7,083	\$ (0)
Information Technology	\$ 1,800	\$ 300	\$ 300	\$ -
Website Maintenance	\$ 1,200	\$ 200	\$ 200	\$ -
Postage & Delivery	\$ 800	\$ 133	\$ 61	\$ 73
Insurance	\$ 7,088	\$ 7,088	\$ 6,350	\$ 738
Printing & Binding	\$ 1,000	\$ 167	\$ 9	\$ 158
Legal Advertising	\$ 3,500	\$ 583	\$ -	\$ 583
Other Current Charges	\$ 3,500	\$ 583	\$ 78	\$ 505
Office Supplies	\$ 200	\$ 33	\$ 3	\$ 31
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 167,255	\$ 48,279	\$ 45,739	\$ 2,540

Towne Park
Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted Budget	Prorated Budget Thru 11/30/22	Actual Thru 11/30/22	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 20,258	\$ 20,258	\$ 20,583	\$ (325)
Field Management	\$ 15,450	\$ 2,575	\$ 2,575	\$ -
Landscape Maintenance	\$ 263,665	\$ 43,944	\$ 38,107	\$ 5,838
Landscape Enhancements/Replacement	\$ 35,000	\$ 35,000	\$ 35,907	\$ (907)
Pond Maintenance	\$ 32,172	\$ 5,362	\$ 6,503	\$ (1,141)
Electric	\$ 5,400	\$ 900	\$ 279	\$ 621
Streetlighting	\$ 20,000	\$ 3,333	\$ -	\$ 3,333
Water & Sewer	\$ 2,500	\$ 417	\$ 170	\$ 247
Irrigation Repairs	\$ 12,500	\$ 2,083	\$ 901	\$ 1,182
General Repairs & Maintenance	\$ 15,000	\$ 2,500	\$ 581	\$ 1,919
Contingency	\$ 10,000	\$ 1,667	\$ -	\$ 1,667
Subtotal Field Expenditures	\$ 431,945	\$ 118,039	\$ 105,605	\$ 12,434
Amenity Expenditures				
Electric	\$ 18,000	\$ 3,000	\$ 3,994	\$ (994)
Water	\$ 7,500	\$ 1,250	\$ 800	\$ 450
Internet & Phone	\$ 3,200	\$ 533	\$ 411	\$ 122
Playground & Equipment Lease	\$ 23,593	\$ 3,932	\$ 3,932	\$ 0
Pool Service Contract	\$ 36,000	\$ 6,000	\$ 7,000	\$ (1,000)
Janitorial Services	\$ 19,500	\$ 3,250	\$ 4,059	\$ (809)
Security Services	\$ 33,800	\$ 5,633	\$ 4,635	\$ 998
Pest Control	\$ 4,500	\$ 750	\$ -	\$ 750
Amenity Access Management	\$ 5,000	\$ 833	\$ 833	\$ (0)
Amenity Repair & Maintenance	\$ 15,000	\$ 2,500	\$ 5,460	\$ (2,960)
Contingency	\$ 5,000	\$ 833	\$ -	\$ 833
Subtotal Amenity Expenditures	\$ 171,093	\$ 28,515	\$ 31,124	\$ (2,609)
Total Operations & Maintenance	\$ 603,038	\$ 146,555	\$ 136,729	\$ 9,825
Total Expenditures	\$ 770,293	\$ 194,834	\$ 182,469	\$ 12,365
Excess (Deficiency) of Revenues over Expenditures	\$ 92,580		\$ (156,274)	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out) - Capital Reserve	\$ (92,580)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (92,580)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ (156,274)	
Fund Balance - Beginning	\$ -		\$ 342,000	
Fund Balance - Ending	\$ -		\$ 185,726	

Towne Park
Community Development District
Debt Service Fund Series 2016 - 2A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 111,715	\$ 3,318	\$ 3,318	\$ -
Interest	\$ -	\$ -	\$ 544	\$ 544
Total Revenues	\$ 111,715	\$ 3,318	\$ 3,861	\$ 544
Expenditures:				
Interest - 11/1	\$ 40,375	\$ 40,375	\$ 40,375	\$ -
Principal - 11/1	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Interest - 5/1	\$ 39,625	\$ -	\$ -	\$ -
Total Expenditures	\$ 110,000	\$ 70,375	\$ 75,375	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 1,715		\$ (71,514)	\$ 5,544
Fund Balance - Beginning	\$ 85,955		\$ 198,190	
Fund Balance - Ending	\$ 87,670		\$ 126,677	

Towne Park
Community Development District
Debt Service Fund Series 2018 - 2B
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 130,304	\$ 3,870	\$ 3,870	\$ -
Interest	\$ -	\$ -	\$ 509	\$ 509
Total Revenues	\$ 130,304	\$ 3,870	\$ 4,379	\$ 509
Expenditures:				
Interest - 11/1	\$ 45,384	\$ 45,384	\$ 45,384	\$ 0
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Principal - 5/1	\$ 30,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 45,384	\$ -	\$ -	\$ -
Total Expenditures	\$ 120,769	\$ 45,384	\$ 50,384	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 9,535		\$ (46,005)	
Fund Balance - Beginning	\$ 72,371		\$ 134,084	
Fund Balance - Ending	\$ 81,906		\$ 88,078	

Towne Park
Community Development District
Debt Service Fund Series 2018 - 3A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 525,011	\$ 15,592	\$ 15,592	\$ -
Interest	\$ -	\$ -	\$ 1,884	\$ 1,884
Total Revenues	\$ 525,011	\$ 15,592	\$ 17,476	\$ 1,884
Expenditures:				
Interest - 11/1	\$ 194,463	\$ 194,463	\$ 194,463	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Principal - 5/1	\$ 125,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 194,463	\$ -	\$ -	\$ -
Total Expenditures	\$ 513,925	\$ 194,463	\$ 199,463	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 11,086		\$ (181,987)	
Fund Balance - Beginning	\$ 234,809		\$ 496,084	
Fund Balance - Ending	\$ 245,895		\$ 314,097	

Towne Park
Community Development District
Debt Service Fund Series 2019 - 3B
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 335,844	\$ 9,974	\$ 9,974	\$ -
Interest	\$ -	\$ -	\$ 1,206	\$ 1,206
Total Revenues	\$ 335,844	\$ 9,974	\$ 11,179	\$ 1,206
Expenditures:				
Interest - 11/1	\$ 117,159	\$ 117,159	\$ 117,159	\$ -
Principal - 5/1	\$ 100,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 117,159	\$ -	\$ -	\$ -
Total Expenditures	\$ 334,319	\$ 117,159	\$ 117,159	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,525		\$ (105,980)	
Fund Balance - Beginning	\$ 146,617		\$ 317,480	
Fund Balance - Ending	\$ 148,142		\$ 211,500	

Towne Park
Community Development District
Debt Service Fund Series 2019 - 3C
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 225,524	\$ 6,698	\$ 6,698	\$ -
Interest	\$ -	\$ -	\$ 756	\$ 756
Total Revenues	\$ 225,524	\$ 6,698	\$ 7,454	\$ 756
Expenditures:				
Interest - 11/1	\$ 78,438	\$ 78,438	\$ 78,438	\$ 0
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Principal - 5/1	\$ 70,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 78,438	\$ -	\$ -	\$ -
Total Expenditures	\$ 226,876	\$ 78,438	\$ 83,438	\$ (5,000)
Excess (Deficiency) of Revenues over Expenditures	\$ (1,352)		\$ (75,984)	
Fund Balance - Beginning	\$ 87,056		\$ 199,206	
Fund Balance - Ending	\$ 85,705		\$ 123,223	

Towne Park
Community Development District
Debt Service Fund Series 2020 - 3D
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 399,925	\$ 11,877	\$ 11,877	\$ -
Interest	\$ -	\$ -	\$ 1,264	\$ 1,264
Total Revenues	\$ 399,925	\$ 11,877	\$ 13,141	\$ 1,264
Expenditures:				
Interest - 11/1	\$ 128,334	\$ 128,334	\$ 128,334	\$ -
Principal - 5/1	\$ 145,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 128,334	\$ -	\$ -	\$ -
Total Expenditures	\$ 401,669	\$ 128,334	\$ 128,334	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (1,743)		\$ (115,193)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (761)	\$ (761)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (761)	\$ (761)
Net Change in Fund Balance	\$ (1,743)		\$ (115,954)	
Fund Balance - Beginning	\$ 130,469		\$ 333,201	
Fund Balance - Ending	\$ 128,725		\$ 217,246	

Towne Park
Community Development District
Capital Projects Funds
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Series	Series	Series	Series	Series	
	2016 - 2A	2018 - 2B	2019 - 3B	2019 - 3C	2020 - 3D	Total
<u>Revenues</u>						
Interest	\$ -	\$ 0	\$ 511	\$ -	\$ 3	\$ 514
Total Revenues	\$ -	\$ 0	\$ 511	\$ -	\$ 3	\$ 514
<u>Expenditures:</u>						
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ 0	\$ 511	\$ -	\$ 3	\$ 514
<u>Other Financing Sources/(Uses)</u>						
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ 761	\$ 761
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ 761	\$ 761
Net Change in Fund Balance	\$ -	\$ 0	\$ 511	\$ -	\$ 764	\$ 1,275
Fund Balance - Beginning	\$ 0	\$ 69	\$ 134,196	\$ 1,000	\$ 636	\$ 127,340
Fund Balance - Ending	\$ 0	\$ 69	\$ 134,707	\$ 1,000	\$ 1,400	\$ 128,616

Towne Park
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/22	Thru 11/30/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ -	\$ -
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ 92,580	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ 92,580	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 92,580		\$ -	
Fund Balance - Beginning	\$ 90,000		\$ -	
Fund Balance - Ending	\$ 182,580		\$ -	

Towne Park
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 25,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,555
Other Income	\$ 160	\$ 480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	640
Total Revenues	\$ 160	\$ 26,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	26,195
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,600
Engineering Fees	\$ 2,429	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,429
Attorney	\$ 2,395	\$ 3,458	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,852
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Roll Services	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Reamortization Schedules	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
Dissemination	\$ 833	\$ 833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,667
Trustee Fees	\$ 14,533	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,533
Management Fees	\$ 3,542	\$ 3,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,083
Information Technology	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	300
Website Maintenance	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	200
Postage & Delivery	\$ 39	\$ 21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	61
Insurance	\$ 6,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,350
Printing & Binding	\$ 6	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Current Charges	\$ 39	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	78
Office Supplies	\$ 2	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 36,793	\$ 8,947	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	45,739

Towne Park
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ 20,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,583
Field Management	\$ 1,288	\$ 1,288	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,575
Landscape Maintenance	\$ 19,053	\$ 19,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	38,107
Landscape Enhancements/Replacement	\$ 4,260	\$ 31,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	35,907
Pond Maintenance	\$ 2,815	\$ 3,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,503
Electric	\$ 56	\$ 223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	279
Streetlighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ 86	\$ 83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	170
Irrigation Repairs	\$ 758	\$ 143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	901
General Repairs & Maintenance	\$ 581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	581
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Field Expenditures	\$ 49,480	\$ 56,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	105,605
Amenity Expenditures													
Electric	\$ 854	\$ 3,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,994
Water	\$ 179	\$ 621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
Internet & Phone	\$ 193	\$ 218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	411
Playground & Equipment Lease	\$ 1,966	\$ 1,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,932
Pool Service Contract	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,000
Janitorial Services	\$ 2,414	\$ 1,645	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,059
Security Services	\$ 2,533	\$ 2,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,635
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Access Management	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	833
Amenity Repair & Maintenance	\$ 2,350	\$ 3,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,460
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenditures	\$ 14,405	\$ 16,719	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	31,124
Total Operations & Maintenance	\$ 63,885	\$ 72,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	136,729
Total Expenditures	\$ 100,678	\$ 81,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	182,469
Excess (Deficiency) of Revenues over Expenditures	\$ (100,518)	\$ (55,756)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(156,274)
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (100,518)	\$ (55,756)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(156,274)

Towne Park
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2023

Gross Assessments	\$	925,245.00	\$	120,123.23	\$	140,111.40	\$	564,528.08	\$	361,122.13	\$	242,499.36	\$	430,027.32	\$	2,783,656.52
Net Assessments	\$	860,477.85	\$	111,714.60	\$	130,303.60	\$	525,011.11	\$	335,843.58	\$	225,524.40	\$	399,925.41	\$	2,588,800.56

ON ROLL ASSESSMENTS

							33.24%	4.32%	5.03%	20.28%	12.97%	8.71%	15.45%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	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	Series 2019 3-C Service	Series 2020 3-D Service	Total
11/16/22	10/1-10/31/22	\$9,156.36	(\$366.26)	(\$175.80)	\$0.00	\$8,614.30	\$2,863.26	\$371.73	\$433.59	\$1,746.99	\$1,117.53	\$750.44	\$1,330.76	\$8,614.30
11/25/22	Interest	\$0.00	\$0.00	\$0.00	\$188.79	\$188.79	\$62.75	\$8.15	\$9.50	\$38.29	\$24.49	\$16.45	\$29.16	\$188.79
11/25/22	11/1-11/6/22	\$36,533.87	(\$1,461.31)	(\$701.45)	\$0.00	\$34,371.11	\$11,424.44	\$1,483.22	\$1,730.02	\$6,970.49	\$4,458.94	\$2,994.25	\$5,309.75	\$34,371.11
11/25/22	11/7-11/13/22	\$35,829.45	(\$1,433.14)	(\$687.93)	\$0.00	\$33,708.38	\$11,204.15	\$1,454.62	\$1,696.66	\$6,836.09	\$4,372.97	\$2,936.52	\$5,207.37	\$33,708.38
TOTAL		\$ 81,519.68	\$ (3,260.71)	\$ (1,565.18)	\$ 188.79	\$ 76,882.58	\$ 25,554.60	\$ 3,317.72	\$ 3,869.77	\$ 15,591.86	\$ 9,973.93	\$ 6,697.66	\$ 11,877.04	\$ 76,882.58

3%	Net Percent Collected
\$2,511,917.98	Balance Remaining to Collect