# Towne Park Community Development District

Agenda

December 6, 2022

## AGENDA

#### Towne Park

#### Community Development District

219 East Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

November 29, 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, December 6, 2022, 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 <u>tadams@gmscfl.com</u> prior to the beginning of the meeting)
- 3. Organizational Matters
  - A. Consideration of Appointments to Seat #2 and Seat #3 with Terms Expiring November 2026
  - B. Administration of Oaths to Appointed Board Members
  - C. Consideration of Resolution 2023-01 Electing Officers
- 4. New Business
  - A. Consideration of Group Fitness Classes at Towne Park Amenity Center
- 5. Approval of Minutes of the October 4, 2022, Board of Supervisors Meeting
- 6. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Review of Revised Pavement Damage Assessment
  - C. Field Manager's Report
    - i. Consideration of Proposal for Stormwater Pond Erosion Repair
  - 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

## SECTION C

#### **RESOLUTION 2023-01**

# 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 HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT  $^{\cdot}$ 

Chairperson	ons are elected to the offices shown:
Vice Chairperson	
Secretary	
Assistant Secretary	
Assistant Secretary	
Assistant Secretary	
Assistant Secretary	
Assistant Secretary	
Treasurer	
Assistant Treasurer	
PASSED AND ADOPTED this 7th	day of December 2022.
ATTEST:	TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

## **SECTION IV**

## SECTION A

Subject: Town Park Club House Fitness Classes To: <a href="mailto:amenetiesaccess@gmscfl.com">amenetiesaccess@gmscfl.com</a>>

Hello,

My name is Christian Cianfrani and I moved to Riverstone (5476 Siltstone Street). I received a voicemail from Emily requesting the following information. In a nutshell, I have been a fitness professional for about 19 years. I have a Masters Degree in Exercise Science, many certifications, pursuing two Doctorate Degrees (Education and Exercise Science), earned an Exercise Physiology Certification from Stanford, taught and graduated over 2,000 fitness students from various schools, US Army Physical Training Officer of over 10,000 soldiers, strength and conditioning coach of special operations soldiers at MacDill, and Fitness Coordinator of a retirement community in Saint Petersburg. I also have my own Liability Insurance in which I requested my new address change and I could even add the Club House classes to it. That is a big nutshell haha.

Class Schedule Ideas: I could do any day Monday to Saturday. My guess is that most people would be available before or after work (7am or 6pm maybe 6:30pm). Saturday I think 9 am is a perfect time. I can be flexible with this.

Class Descriptions: It depends on how many days I am allowed to utilize the Club House. The main classes that I think people would prefer is a Total Body Cardio class. Most people aim for fat loss as the main goal. I always focus on safety and improving movements including an effective warm-up and cool-down. I also focus on every individual to ensure they do proper movements and I provide regression and progression alternate exercises. I do not scream at people as that was never my style. The environment is positive and inclusive. I think a 45 minute class is perfect. Example:

Warm-up: 10 minutes: Focus on increasing blood flow, activate muscles, enhance movement, and specifically prepare for the workout

Workout: 25 minutes: Goal is to provide safe exercises starting with larger movements leading into smaller isolated exercises. One goal is to maintain a steady pace while providing backup exercises that fit the needs of individuals.

Cool-down: 5 minutes of static stretching mostly focused on the muscles utilized in the class

If for example I was able to use the clubhouse for 5 days, I can provide other classes such as Corrective Exercise that focuses on mobility and balance. Final idea is to hold a bi-weekly PowerPoint Presentation on fitness and health topics as I love to teach

Prices: I would like to give the first week free. I do not know how many

Prices: I would like to give the first week free. I do not know how many people that I can fit in there, but I have worked with similar spaces. I have yet to gain access to do a recon in there so my guess is 6-10 people if they stay in place. I think a fair rate is \$10/class.

Attached is my resume, Liability Insurance, and my certifications/degrees. If you want to read more about me here is my website. I was well known in Los Angeles and Hollywood and have been in magazines and articles. <a href="http://intensityfitclub.com/about/">http://intensityfitclub.com/about/</a>

Thank you

From: Tricia Adams < tadams@gmscfl.com >

**Subject: Fwd: Town Park Club House Fitness Classes** 

Date: October 28, 2022 at 2:13:15 PM EDT

To: christiancianfrani@gmail.com

Cc: Tricia Adams <tadams@gmscfl.com>

#### Good afternoon Christian,

Thank you for reaching out to Towne Park Community Development District regarding use of the Clubhouse Amenity Center for Group Fitness classes. The Board of Supervisors has adopted policies that govern use of the amenity center. The Board has the ability to approve the request to hold Group Fitness Classes and enter into a License Agreement with you for that purpose. The License Agreement would address liability and insurance requirements among other pertinent terms. The Board meets December 6 at 3 pm and I will add this request to the agenda.

In the meantime, please keep me posted should you have any questions regarding this or any other CDD matters.

All the best,

Tricia L. Adams

District Manager Governmental Management Services 219 E. Livingston Street Orlando, FL 32801

Office 407.841.5524 ext 138 Cell 863.241.8050

"It is not the mountain we conquer but ourselves."

-Edmund Hillary

## **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, **November 1, 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 Chairman
Jennifer Tidwell Vice Chairman
Brad Fritz Assistant Secretary
Zabrina Sides Assistant Secretary

#### Also present were:

Tricia Adams District Manager, GMS

Meredith Hammock District Counsel, KE Law Group

Alan Rayl by Zoom District Engineer
Glen Clover by Zoom Rayl Engineering

Clayton Smith Field Services Manager, GMS

#### FIRST ORDER OF BUSINESS

#### **Roll Call**

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

#### SECOND ORDER OF BUSINESS

#### **Public Comment Period**

Ms. Adams noted that this time was an opportunity for any members of the public to make a statement to the Board of Supervisors. She 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 BUSNESS

#### **New Business**

#### A. Approval of Fiscal Year 2022 Audit Engagement Letter

Ms. Adams presented the letter from the audit firm, McDirmit Davis, for the fiscal year ending September 20, 2022. This is a requirement for an annual independent audit. The fee is for \$4,000.

On MOTION by Mr. Jones, seconded by Mr. Fritz, with all in favor, the Audit Engagement Letter for Fiscal Year 2022, was approved.

#### FOURTH ORDER OF BUSINESS

Approval of Minutes of the October 4, 2022 Board of Supervisors Meeting

Ms. Adams presented the minutes of the October 4, 2022 Board of Supervisors meeting and asked for a motion to approve the minutes. She noted the draft had been reviewed by staff and District Counsel. Hearing no further discussion, the next item followed.

On MOTION by Mr. Jones, seconded by Ms. Tidwell, with all in favor, the Minutes of the October 4, 2022 Board of Supervisors Meeting, were approved.

#### SIXTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

#### i. Discussion of District Procedures Relating to CDD Business

Ms. Hammock discussed the public records law and the sunshine law. She reviewed the laws of public record and social media and reminded the Board that interaction or posting of specific District matters could not be done on social media. She discussed specific scenarios to help clarify the issues. She added she could answer any questions if the Board needed to reach out on a particular matter. Mr. Jones stated social media could be a good tool for general information about the community. Other questions were asked for clarification on what constitutes public records or sunshine law. Ms. Hammock clarified not acting as a Supervisor on social media and keeping postings for general information only. Electronic email for notifications was discussed. She noted if the Board had questions to reach out to her for clarification.

Ms. Hammock provided feedback from city attorneys and various officials in the Lakeland Transportation Departments on roadways and bridges. She added that the feedback was that the city has confirmed it has taken some level of ownership over the roads and should be enforcing

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parking and other items of that nature. She added with respect to outstanding construction items, they have information on enforcement of parking issues. Mr. Clover commented the reports have been reviewed and 14 locations with deficiencies have been identified on the roadways. He added that 5 of them had issues in the original design and two of them are damaged. Overall, 7 of them appear to have issues.

#### B. Engineer

Mr. Rayl added further comments on the roadway construction deficiencies, stormwater issues and homebuilding in these areas. He added the Board may want to seriously consider adding protection to those sections. It will be added to the executive summary for further review.

#### 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 the overall damages have not interfered with the operation and are in the process of being repaired. He added comments on the erosion on the large pond and stated they are working on quotes for that repair. Staff are meeting the insurance adjuster to further the insurance claims. He noted trees were damaged and will require repair and fencing has been repaired.

Mr. Smith noted that new annuals have been installed at the entrance and plant enhancements are completed. He added the parking lot sealing of Amenity 1 will be completed, and sod installation is being completed with irrigation to be added to adjust water in the sod. Mr. Smith commented on the community benches are delayed due to storm and bike rack will be installed. Pool status was reviewed. He commented on mulch application that is in progress.

Questions were asked about bench location with a total of 6 benches. Mr. Jones noted it will be added to the next agenda. He asked about clarification on the pond damage and insurance coverage. Ms. Hammock noted it will not be covered by insurance, but they are exploring the possibility of FEMA funding for disaster relief. She explained the application process being labor intensive. She noted the government contract and changes that may occur later, and this can be a lengthy process. She added that grant funding can be applied for assistance. Mr. Jones added he was concerned with Mr. Rayl already involved in the work and the capital expenditure may create funding concerns. Ms. Adams added the need to be cautious this fiscal year because of the roadway repairs and the erosion of the storm water pond size. She added an early estimate of between

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\$80,000-\$90,000 but is not ready to present it to the Board due to the need for further options. Mr. Jones asked about the capital reserve. Ms. Adams noted the unaudited financials through September is a good snapshot of where the District is at the end of the fiscal year. She explained the financials and noted the general fund is closely monitored on the unassigned balance which is what is left for expenses at the end of the fiscal year. She did add that the accounting staff did not transfer out from the general fund to capital reserve and there was \$68,000 scheduled for transfer out. It would be completed in October. She noted it was \$68,303 that will be transferred out from the unassigned fund and added to the capital projects fund. She added this year there would be another transfer out to capital for 2023 scheduled and when tax receipts come in the December, January time frame the District can transfer out 50% of that money. The amount scheduled to be transferred out in 2023 is \$92,580 and added to capital in increments throughout the year. She explained the tax roll process. She noted the capital at the end of next fiscal year would be approximately \$300,000. She added that there are some capital projects approved not reflected in this budget such as what Mr. Smith presented as completed and the invoices have not processed for parking lot resealing, and landscaping improvements.

Further discussion ensued on the projects and expected costs for the year. Ms. Adams commentated concerns were if the District would be required to fund the road construction repairs and the funding source for that repair. She added there is some flexibility with the general fund and budget just adopted and there was some discretion for needed improvements and needed repairs. Holding off on the erosion project was discussed and effects of waiting were addressed. Ms. Hammock added that storm water repairs are required to be maintained by the District to a certain standard and subject to inspections. The timeline and cost savings were discussed.

#### D. District Manager's Report

Ms. Adams stated the District is transitioning to fully qualified electors for the Board. She noted there will be 2 seats that are the final seats transitioning to the general elections cycle. She added that any qualified electors, which means someone registered to vote within the CDD boundaries, at least 18 years of age, a US citizen of the state of Florida, could apply to the Supervisor of Elections office in June during the qualifying period for the ballot. She further explained the process and noted that no one qualified for Seat #2 or Seat #3, so they are declaring those 2 seats vacant. She explained the statues provide for an administrative process to fill these

seats. These seats will not occur until after November 22<sup>nd</sup> and the Board will have an opportunity to appoint qualified electors to the seats. Ms. Adams stated that Seat #2 is declared vacant that is currently held by Rennie Heath and Seat #3 is also declared vacant currently held by Greg Jones. She explained the current Board is in a carryover period so at the December 6<sup>th</sup> meeting the Board can consider the vacancies and make an appointment to the seats. Ms. Adams noted this officially claims the seats vacant. The Board discussed a suggestion for a potential new member, and Ms. Hammock reviewed the procedures.

#### i. Review of Insurance Property Schedule

Ms. Adams reviewed the insurance property schedule that is compiled annually. She noted that the mailboxes are still being reviewed for the need for District insurance. She added that District Counsel recommended that the District prepare a license agreement for the mailboxes that would be a memorandum of understanding to define maintenance responsibilities for the mailboxes and define insurance responsibilities and other issues. She noted this would be between the District providing the parcel and the HOA being responsible for everything else as it relates to the mailboxes. Further discussion on the responsibility of the lights. Ms. Adams noted they will get further clarification and provide updates on this at a later meeting.

#### ii. Approval of the Check Register

Ms. Adams reviewed the check register found in the agenda package. She stated that it was from September 27, 2022 through October 24, 2022 and was \$35,068.04. 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. Fritz, seconded by Mr. Jones, with all in favor, the Check Register, was approved.

#### iii. Balance Sheet and Income Statement

Ms. Adams stated that the unaudited financial statements were included in the agenda packet for review through September 30th, adding that there was no action required from the Board

#### SIXTH ORDER OF BUSINESS

#### **Other Business**

It was noted the District has a trespass warning authorization with the Lakeland Police Department. It was requested that the Board authorize staff to enter into a trespass warning authorization for the facility and other amenity facilities. Ms. Adams asked for public comment on this issue. There were no public comments, so she asked for a motion to approve.

On MOTION by Mr. Jones, seconded by Ms. Tidwell, with all in favor, the Authorization for Staff to Enter Into a Trespass Warning Authorization for the Amenity Facilities, was approved.

CEA	JFN	TH	UBDEB	$\mathbf{OE}$	<b>BUSINESS</b>	
OL I			UNDEN	W	DUSHINGS	

Supervisors Requests and Audience comments

There being none, the next item followed.

#### EIGHTH ORDER OF BUSINESS

Adjournment

Ms. Adams adjourned the meeting.

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

Secretary/Assistant Secretary Chairman/Vice Chairman

## SECTION VI

## SECTION B

## SECTION 1



November 3, 2022

Mr. Rennie Heath, Chairman Towne Park CDD 219 East Livingston Street Orlando, Florida 32801

RE: Review of Pavement Damage Assessment by Faulkner Engineering Services (FES) RES 21-188

Mr. Heath,

As requested at the November 2, 2022 CDD Board meeting, this letter will summarize our review and findings based on the Faulkner Engineering Services (FES) report dated June 2, 2022.

The FES report evaluated pavement damage or failure at 14 locations within the Riverstone Phase 1 project. For each of these locations we reviewed the design documents to evaluate whether any design feature may have contributed to the pavement damage or failure. Additionally, we looked at each of the locations to see if any construction activity may have contributed to the damage or failure. Our findings are below, and refer to the location, figure number, and design plan sheet as identified in the FES report.

- 1. <u>Damage from construction equipment or other action</u>: per FES, 2 of the 14 locations appear to result from construction equipment damage either by dragging or scraping heavy equipment across the finished paving surface:
  - a. Spruce Creek Drive Station 13+50, Figures 10-11, Plan Sheet 15.
  - b. Salt Springs Lane Station 51+00, Figure 6, Plan Sheet 20.
- 2. Failure due to possible inadequacy of underdrain system: 1 of the 14 locations appears to possibly be related to the underdrain design and installation. Note that we initially had thought that 5 of the locations were affected by underdrain considerations, but upon closer evaluation that number has been reduced to 1.

As we discussed at the CDD meeting earlier this week, underdrain design criteria are based on the elevation of the seasonal high water table (SHWT) as it relates to the lowest elevation of the roadway. When groundwater is not adequately removed from beneath the pavement structural section, failure of the pavement section may occur.

Typical design criteria dictates that if the SHWT is over 3 feet below the edge of pavement elevation, no underdrains are required. If the difference in elevation is between 2 and 3 feet, a single underdrain on one side of the street is deemed sufficient. If the difference is between 1 and 2 feet, two underdrains - one on each side of the street - are required. City of Lakeland criteria generally follow these guidelines.



In the location cited below, an underdrain was not provided. Based on the SHWT level, however, it appears that a single underdrain should have more likely been used. This may have contributed to the pavement failure at this location.

a. Salt Springs Drive Station 48+00 to 49+00, Figures 7-9, Plan Sheet 20. In this location we would have advised installing approximately 150-170 feet of underdrain.

The above locations comprise 3 of the 14 shown in the FES report. The other 11 do not demonstrate any specific characteristic that lends itself to assigning a particular cause to the damages observed. The continued use of the completed subdivision roadways for heavy construction traffic may have contributed to the observed pavement failures, but we do not have data to support that beyond conjecture.

As requested by CDD Counsel Meredith Hammock, attached for the Board's consideration in this matter are the repair and materials estimates previously furnished by QGS Development for needed repairs. We have no opinion on these documents as they do not provide specifics of locations to be repaired, etc.

Sincerely,

Glenn I. Clover

Senior Project Manager, Rayl Engineering and Surveying, LLC

Attachments:



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

### Proposal / Work Authorization

	Proposal Submitted To:	Work To Be Performed At		_
To:	Towne Park CDD c/o GMSCFL, LLC	Riverstone (Cassidy H Lakeland, FL	omes)	
	135 W. Central Blvd. Suite 320 Orlando, FL 32827			
Date:	July 28, 2022	Proposal / Work Autho	rization No.: 1	
We he	ereby propose to provide the following:			vis.
1)	Asphalt & Milling:			
	Medulla Blvd.: MOT, 1 ls @ \$2,100.00	\$36.00/sy\$	37,260.00	
	Phase 1: 2" SP12.5TLC 20% RAP, 2,434.00 sy @ 2" Mill, 2,434.00 sy @ \$6.36/sy	② \$33.00/sy\$	80,322.00 <b>&gt;</b> 9	15,802.24
	Phase 2: 2" SP12.5TLC 20" RAP, 267.00 sy @ \$ 2" Mill, 267.00 sy @ \$22.32/sy	48.12/sy\$	12,848.04 > /	8,807.48
	Phase 5 & 6: 2" SP12.5TLC 20% RAP, 40.00 sy @ \$ 2" Mill, 40.00 sy @ \$138.00/sy Sidewalk Repairs, 1.00 ls @ \$2,000.00/	192.00/sy\$ \$ /sy\$		
	Total Proposal / Wo	ork Authorization\$	182,024.42 A9	ree by Q
Notes	Billing based on actual field measurem	nents.	6,824.42	
The abo	ove work to be completed:			_
****	**************************************	ed Above**********	******	-
With po	ayments made as follows: Net 30	Days		_



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

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

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

#### ACCEPTANCE OF PROPOSAL / WORK AUTHORIZATION

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

the work as specified. Payment will be made as outlined above.		
Signature:	Date:	
Owner or Representative		
Signature: Joseph John	Date:	July 28, 2022
QGS Development, Inc.		

### Preferred Materials, Inc. / Asphalt Division

Preferred

#### Preferred Materials, Inc.- South Region

5701 E. Hillsbrough Ave. Suite 1122

Tampa, Florida 33610

Contact:

Allen Pelham

Phone:

813 965 2069

Quote To:

QGS Development

1450 S. Park Road

Plant City, FL 33566

Job Name: Date of Quote: RIVERSTONE REPAIRS **FEBRUARY 8, 2022** 

nase 3+4

Quote #:

AP22037

Phone:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
110	1" SP9.5 TLC 20% RAP	1,300.00	SY	14.95	19,435.00
160	1" MILL	1,300.00	SY	5.55	7,215.00

#### **GRAND TOTAL** 26,650.00

#### NOTES:

General Notes: This Quotation expires thirty (30) days from its issuance.

- 1. Unless the words "Lump Sum" appear next to an item of work, it is understood/agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by PMI.
- 2. PREFERRED MATERIALS, INC. (PMI) will mobilize the asphalt paving crew on the project ONE (1) times. PMI shall have no obligation to perform in increments, quantities, or portions of the work that PMI plans to perform in a single operation; nor shall PMI have any obligation to perform work in a different sequence than planned by PMI. Any additional asphalt paving crew mobilizations shall require additional compensation of \$7,550.00 per mobilization.
- 3. This proposal/quote is based on and tied to the FDOT Asphalt Price Index (API) for Bituminous Materials currently in effect as of the date of this proposal/quote (unless otherwise specified herein). Any adjustments due to increases or decreases in the API will be determined in accordance with section 9-2.1.2 of the current FDOT Standard Specifications for Road and Bridge Construction with the exception that bituminous adjustments will be made only when the current API(CAPI) varies by more than 10% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 10%. The application of adjustments will not be conditioned on the Owner's or any other party's participation in this clause.
- 4. Payment and performance bonds are not included.
- 5. Pricing excludes any permits, fees, testing, as-builts, surveying, staking, utility location/adjustment or relocation, asphalt patching, asphalt leveling, asphalt saw-cutting, asphalt milling, asphalt removal, and temporary/permanent striping.
- 6. Pricing does not include any maintenance of traffic (MOT). Prime contractor is to provide all MOT devices that may be required. MOT deficiencies shall result in back charges for "stand-by" time.
- 7. Pricing does not include any additional work to adhere to the F.D.O.T. Index 600 drop-off criteria. Pricing does not include placement of "asphalt wedges" at asphalt transitions or the removal of these "asphalt wedges" prior to asphalt paving.
- 8. This quote is contingent upon PREFERRED MATERIALS, INC.'s satisfaction with credit conditions.
- 9. PMI cannot be held responsible for any damage caused to any concrete surfaces while performing our portion of the proposed work. PMI cannot be held responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work. Prime contractor to provide any sanding if required for protection.
- 10. Pricing based on performing work in accordance with PREFERRED MATERIALS, INC.'s normal operational schedule.
- 11. Asphalt yield is estimated at 110lbs/SY for each inch of asphalt. Any asphalt overruns due to irregular base conditions, improper curb height, etc. to be invoiced at an additional \$250.00 per ton of asphalt. Any asphalt leveling can be performed at a unit price of \$ 290.00 per ton of asphalt.

#### TERMS AND CONDITIONS

APLICABILITY. These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the

"Contract"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer may have submitted a purchase order or contract.

PAYMENT. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

TAXES. Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

SUSPENSION; TERMINATION. In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

SHIPMENT; DELIVERY CONDITIONS. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

TITLE & RISK OF LOSS. Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

WARRANTY. Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

TIME. Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

MODIFICATIONS. No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

NO WAIVER. The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

DAMAGES. Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of

defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT. It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions

INDEMNITY. To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents. Applicable Law. This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

WORK CONDITION: If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

MISCELLENEOUS. Unless otherwise specified in writing, Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. All funds paid to Buyer from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller. Safety Data Sheets and product label information are available at Seller's office or Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.

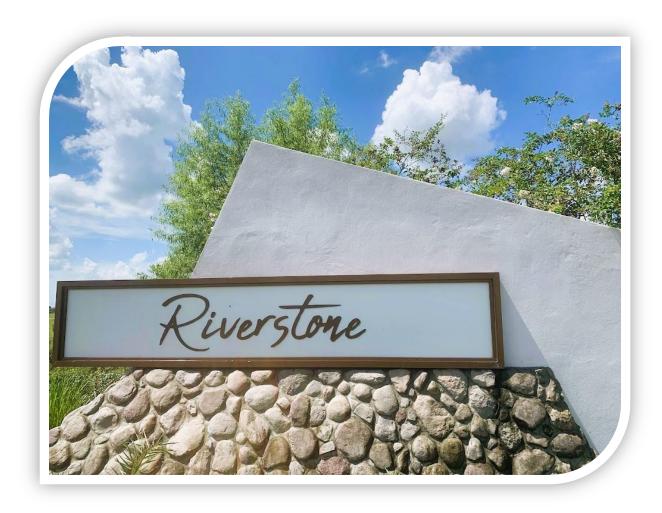
The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein. This Quotation & Contract and the Standard Terms & Conditions are accepted by the following:

BUYER:	
Ву:	Date:
Printed Name:	
SELLER - Preferred	Materials South
Ву:	Date:
Printed Name:	

## SECTION C

## Towne Park CDD

## Field Management Report

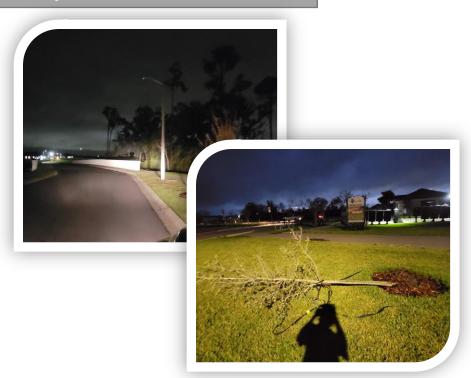


December 6, 2022
Clayton Smith
Field Services Manager
GMS

### Site Item

### Hurricane Prep/and Repairs - Nicole

- Nicole was far less in magnitude to the previous storm lan.
- Several trees were pushed over or leaning after the storm.
- A few additional fence panels were damaged.
- Many trees have already been straightened by the landscaper.
- There are a few areas where trees need to be straightened.





- Due to the magnitude of the storm, additional preparation was not required.
- There are still some remaining items from lan to repair, that will be covered under an insurance claim.

### Complete

### Site Mulching



- Main focal areas around the community were mulched.
- This includes the main common areas and the amenities.

### Sod Replacement

- Approved sod was replaced along Medulla I several locations.
- Sod appears to be establishing well.



### In Progress

### Maintenance Items







- Repaired door closer
- Damaged pool drain to be repaired
- Solar Light damaged during Nicole to be replaced.

### Fencing Repairs

- Insurance appraiser has approved the fence repairs.
- The vendor has been given the approval to start as soon as possible.
- We have fencing stored onsite and in the GMS shop that will be given to the vendor.



## In Progress

### **Community Benches**

- Several areas in the community viable for adding benches.
- Benches to be installed at first available opportunity.
- Locations One at amenity 1 playground, 5 facing ponds along Medulla.



### Bike Racks Amenity 1



- Bike racks on hand and will be installed at first available opportunity.
- ♣ Bike racks expected to begin installation 12/1/22.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at <a href="mailto:csmith@gmscfl.com">csmith@gmscfl.com</a>. Thank you.

Respectfully,

Clayton Smith

# SECTION I



#### SERVICES CONTRACT

CUSTOMER NAME: Towne Park CDD

SUBMITTED TO: Clayton Smith

CONTRACT DATE: October 28, 2022

SUBMITTED BY: Jason Jasczak

SERVICES: SOX

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The fee for the Services is **\$79,059.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION</u>. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.



4. <u>DISCLAIMER.</u> SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.



- 6. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 10. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 13. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Virginia Beach, VA 23453



Please Mail All Contracts to:  2844 Crusader Circle, Suite 450	
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Printed Name:	Printed Name:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	Towne Park CDD
ACCEPTED AND APPROVED:	



#### **SCHEDULE A - SERVICES**

#### **SOX EROSION CONTROL SERVICES**

#### **Project Summary:**

SOLitude Lake Management will install DredgeSOX erosion control materials (SOX) in the Towne Park CDD located in Lakeland, Florida as described below.

SOX Erosion Solutions<sup>™</sup> are bioengineered and designed to immediately halt soil erosion and stabilize shorelines. SOX systems offer these unique attributes;

- Long lasting results that continue to improve over time,
- Superior buffering and filtering results in improved waterway and ecosystem,
- Exceptional water retention for vigorous growth of new vegetation,
- The only erosion control system that integrates into the Earth,
- Uses locally sourced natural fill
- Attaches directly to "intact" shore bank NOT to unstable shore bed,
- Allows SOX to be re-tensioned whenever necessary,
- Subsurface staking system eliminates injury liability to humans and animals,
- SOX "self-tightens" due to its ability to manage incredible weight displacement.

#### Mobilization and Site Preparation:

- 1. SOLitude will mobilize equipment and materials to the site.
- 2. A staging area for materials and equipment will be required. Solitude will access the lake at designated areas and sod or otherwise restore these areas to their original condition.

#### **Erosion Repair / Bank Restoration Services:**

- 1. Repair approximately 722 linear feet of lake bank with SOX material.
- 2. Company will prep areas by removing debris and trash. Any irrigation, culverts, drains will be replaced / extended as necessary and billed at time and materials.
- 3. The DredgeSOX will be backfilled with material dredged from the lake using a portable sediment removal system and/or with imported fill as necessary.
- 4. Materials consist of the following: 12 -foot SOX, wooden stakes, rope, and fill material.
- 5. SOLitude will utilize wooden stakes to secure the SOX material.
- 6. SOLitude will plant sod on the new installed area. It will be the responsibility of the community to irrigate the new sod/planted area once installed.
- 7. SOLitude will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.



8. Customer understands that it is their responsibility to mark sprinkler heads, otherwise SOLitude will not be responsible for damage to the system during the course of work. SOLitude will repair any marked sprinkler heads damaged during erosion work in a timely manner.

#### Customer Responsibilities:

- 1. Customer is responsible for the cost of any necessary permits that may be required prior to commencement of work.
- 2. Provide all available as-built or other plans related to the areas to be restored, used for staging, or otherwise impacted by the project work.
- 3. Mark all sprinkler heads and other items that are buried or not readily visible and obvious upon original visual inspection.
- 4. In the event that fill material suppliers increase the cost of materials necessary for SOX installation, Customer will be responsible for incurring the difference in cost. Every effort will be made to notify Customer with as much advance notice as possible in the event that an increase occurs.
- 5. It is the customer's responsibility to irrigate the new sod/planted area once installed.

#### Assumptions:

1. This contract is for the limited scope of work and materials as defined above. Any other activity, additions, or inclusions will be at an additional cost to the customer.

#### **Exclusions:**

- 1. Any watering, mowing, or additional maintenance of the sodded or other restored areas following completion of the specified work.
- 2. Company is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees, or any lines not noted on the as-built plans or located prior to project.
- 3. Company is not responsible for any additional work required as a result of or damage to unknown underwater structures.
- 4. Permitting
- 5. Unless otherwise noted, this contract does not include: backfill behind repair area, removal and/or trimming of vegetation, any required anchors other than wooden stakes, removal or relocation of rip rap or boulders, extension or replacement of pipes, and extra starts and/or stops in the repair to accommodate obstacles. All of these items will be considered as extras and will be invoiced to the customer at time and materials in addition to the stated contract price.



#### General Conditions:

- 1. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- 2. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
- 3. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.

#### Warranty:

- 1. DredgeSOX material is warrantied for five (5) years.
- 2. The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, hurricanes, or other catastrophic events, nor does it include loss due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of the organization.

#### Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

# SECTION D

# SECTION 1

# Towne Park Community Development District

# **Summary of Operating Checks**

October 25, 2022 TO November 28, 2022

Bank	Date	Check No.'s		Amount
General Fund	11/3/22 11/8/22 11/21/22	448-455 456-460 461-463	\$ \$ \$	43,583.03 7,154.22 5,102.25
			\$	55,839.50
			\$	55,839.50

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/29/22 PAGE 1
\*\*\* CHECK DATES 10/25/2022 - 11/28/2022 \*\*\* TOWNE PARK CDD GENERAL FUND

	BANK A GENERAL FUND			
CHECK VEND# DATE	INVOICE EXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	TRUOMA	CHECK AMOUNT #
11/03/22 00067	9/30/22 00049242 202209 310-51300-48000	*	325.72	
	NOT FY23 MTG DATE 9/28/22  CA FLORIDA HOLDINGS, LLC			325.72 000448
11/03/22 00077	10/03/22 11361 202210 330-53800-47000	*	55.22	
	CLEANING SUPPLIES 10/12/22 11394 202210 330-53800-47000	*	78.79	
	CLEANING SUPPLIES OCT 22 10/20/22 79000 202211 330-53800-47000	*	1,230.00	
	CLEANING NOV 22 10/29/22 79047 202210 330-53800-47000	*	1,050.00	
	CLEANUP RENTAL DATES  E&A CLEANING CO			2,414.01 000449
11/03/22 00090	10/2//22 102/22 202210 330-53800-4/500	*	2,100.00	
	SEAL LOT & STRIPE TRAFFIC  GEORGE'S PAVING INC.			2,100.00 000450
11/03/22 00040	9/30/22 104 202209 330-53800-47500	*	2,005.52	
	AMENITY R&M SEPT 22 9/30/22 104 202209 320-53800-47500 GENERAL R&M SEPT 22	*	2,005.52	
	GENERAL RAM SEPI 22  GOVERNMENTAL MANAGEMENT SERV	ICES-CF		4,011.04 000451
11/03/22 00082	10/01/22 7017 202210 320-53800-46200 LANDSCAPE MAINT OCT 22	*	19,053.33	
	10/12/22 7063 202210 320-53800-46300	*	4,260.00	
	RESTAKE TREES 10/12/22 7067 202210 320-53800-47300	*	590.64	
	REPLACE CAPACITORS 10/25/22 7171	*	167.50	
	REPLACE ROTOR/GAUGE  PRINCE & SONS INC.			24,071.47 000452
11/03/22 00076	9/30/22 21-188-1 202209 310-51300-31100 ENGINEER SVCS SEPT 22	*	407.79	
	ENGINEER SVCS SEPI 22  RAYL ENGINEERING & SURVEYING	LLC		407.79 000453
11/03/22 00071	10/05/22 17572 202210 330-53800-47500	*	250.00	
	HURRICANE CLEAN UP 11/01/22 17714 202211 330-53800-48000	*	3,500.00	
	POOL MAINTENANCE NOV 22  RESORT POOL SERVICES DBA			3,750.00 000454
11/03/22 00024	10/15/22 41541B 202210 320-53800-46400 POND MAINTENANCE OCT 22	*	2,815.00	

TWPK TOWNE PARK CDD CWRIGHT

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/29/22 PAGE 2
\*\*\* CHECK DATES 10/25/2022 - 11/28/2022 \*\*\* TOWNE PARK CDD GENERAL FUND

*** CHECK DATES	10/25/2022	- 11/28/2022 *** TOI BAI	WNE PARK CDD ( NK A GENERAL :	GENERAL FUND FUND			
CHECK VEND# DATE	INVOI DATE I	CE EXPENSED TO NVOICE YRMO DPT ACCT# SI	UB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
		5955B 202211 320-53800-40 POND MAINTENANCE NOV 22			*	3,000.00	
			THE LAKE DOC'				6,503.00 000455
11/08/22 00054	11/01/22 B	F110120 202211 310-51300-13 BOS MEETING 11/1/22	1000		*	200.00	
			BRADLEY JAME	S FRITZ			200.00 000456
11/08/22 00040	11/01/22 1	05 202211 310-51300-34 MANAGEMENT FEE NOV 22	4000		*	3,541.67	
	11/01/22 1	05 202211 310-51300-3! WEBSITE ADMIN NOV 22	5200		*	100.00	
	11/01/22 1	05 202211 310-51300-3! INFORMATION TECH NOV 22	5100		*	150.00	
	11/01/22 1	05 202211 310-51300-3: DISSEMINATION FEE NOV 22	1300		*	833.33	
	11/01/22 1	05 202211 330-57200-1: AMENITY ACCESS NOV 22			*	416.67	
	11/01/22 1	05 202211 310-51300-5: OFFICE SUPPLIES NOV 22	1000		*	1.11	
	11/01/22 1	05 202211 310-51300-42 POSTAGE NOV 22	2000		*	21.09	
	11/01/22 1	05 202211 310-51300-4: COPIES NOV 22	2500		*	2.85	
	11/01/22 1	06 202211 320-53800-12 FIELD MANAGEMENT NOV 22			*	1,287.50	
			GOVERNMENTAL	MANAGEMENT SERVICE	ES-CF		6,354.22 000457
11/08/22 00080	11/01/22 G	J110120 202211 310-51300-1			*	200.00	
		BOS MEETING 11/1/22	GREGORY M. J	ONES			200.00 000458
11/08/22 00055	11/01/22 J	T110120 202211 310-51300-1	1000		*	200.00	
		BOS MEETING 11/1/22	JENNIFER TID	WELL			200.00 000459
11/08/22 00088	11/01/22 Z	S110120 202211 310-51300-13	1000		*	200.00	
		BOS MEETING 11/1/22	ZABRINA SIDE	S			200.00 000460
11/21/22 00068	11/10/22 4	780 202210 310-51300-3	1500		*	2,394.50	
		GENERAL COUNSEL OCT 22	KE LAW GROUP	, PLLC			2,394.50 000461
11/21/22 00049	10/31/22 2	1-188-1 202210 310-51300-33 ENGINEER SVCS OCT 22	1100		*	2,429.25	
		FINGTINEER SVCS OCT 22	RAYSOR TRANS	PORTATION CONSULTIN	NG 		2,429.25 000462

TWPK TOWNE PARK CDD CWRIGHT

*** CHECK DATES 10/25/2022 - 11/28/2022 ***	E ACCOUNTS PAYABLE PREPAID/COME TOWNE PARK CDD GENERAL FUND BANK A GENERAL FUND	PUTER CHECK REGISTER R	UN 11/29/22	PAGE 3
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT		STATUS	AMOUNT	CHECK AMOUNT #
11/21/22 00064 11/21/22 11212022 202211 300-15500 EQUIPMENT LEASE DEC 22	0-10000	*	278.50	
EQUIPMENT LEASE DEC 22	WHFS, LLC			278.50 000463
	TOTAL FO	OR BANK A	55,839.50	
	TOTAL FO	DR REGISTER	55,839.50	

TWPK TOWNE PARK CDD CWRIGHT

# SECTION 2

Community Development District

**Unaudited Financial Reporting** 

October 31, 2022



# **Table of Contents**

1	Balance Sheet
2-3	General Fund
4	Series 2016 - 2A Debt Service Fund
5	Series 2018 - 2B Debt Service Fund
6	Series 2018 - 3A Debt Service Fund
7	Series 2019 - 3B Debt Service Fund
8	Series 2019 - 3C Debt Service Fund
9	Series 2020 - 3D Debt Service Fund
10	Combined Capital Projects Funds
11	Capital Reserve Fund
12-13	Month to Month

#### Community Development District Combined Balance Sheet

October 31, 2022

		General Fund	L	ebt Service Fund	Сар	ital Projects Fund	Gove	Totals rnmental Funds
Assets:								
<u>Cash:</u> Operating Account	\$	250,188	\$	_	\$	_	\$	250,188
Capital Projects Account	\$	230,100	\$	_	\$	975	\$	975
Investments:	Ψ		Ψ		Ψ	778	Ψ	773
Series 2016 - 2A								
Reserve	\$	-	\$	111,450	\$	-	\$	111,450
Revenue	\$	-	\$	86,412	\$	-	\$	86,412
Prepayment	\$	-	\$	338	\$	-	\$	338
<u>Series 2018 - 2B</u>								
Reserve	\$	-	\$	60,538	\$	-	\$	60,538
Revenue	\$	-	\$	73,353	\$	-	\$	73,353
Prepayment	\$	-	\$	138	\$	-	\$	138
Construction	\$	-	\$	-	\$	69	\$	69
Series 2018 - 3A								
Reserve	\$	-	\$	256,678	\$	-	\$	256,678
Revenue	\$	-	\$	238,972	\$	-	\$	238,972
Prepayment	\$	-	\$	138	\$	-	\$	138
<u>Series 2019 - 3B</u>								
Reserve	\$	-	\$	167,922	\$	-	\$	167,922
Revenue	\$	-	\$	149,370	\$	-	\$	149,370
Construction	\$	-	\$	-	\$	134,415	\$	134,415
<u>Series 2019 - 3C</u>								
Reserve	\$	-	\$	112,803	\$	-	\$	112,803
Revenue	\$	-	\$	83,082	\$	-	\$	83,082
Prepayment	\$	-	\$	3,171	\$	-	\$	3,171
<u>Series 2020 - 3D</u>								
Reserve	\$	-	\$	200,003	\$	-	\$	200,003
Revenue	\$	-	\$	132,573	\$	-	\$	132,573
Construction	\$	-	\$	-	\$	963	\$	963
Deposits	\$	4,500	\$	-	\$	-	\$	4,500
Due from General Fund	\$	-	\$	-	\$	25	\$	25
Prepaid Expenses	\$	28,115	\$	-	\$	-	\$	28,115
Total Assets	\$	282,803	\$	1,676,941	\$	136,447	\$	2,096,190
Liabilities:								
Accounts Payable	\$	39,989	\$	_	\$	_	\$	39,989
Due to Capital Projects	\$	25	\$	_	\$	_	\$	25
	*		Ψ					
Total Liabilites	\$	40,014	\$	-	\$	-	\$	40,014
Fund Balance:								
Nonspendable:								
Prepaid Items	\$	28,115	\$	-	\$	-	\$	28,115
Restricted for:								
Debt Service - Series 2016 - 2A	\$	-	\$	198,200	\$	-	\$	198,200
Debt Service - Series 2018 - 2B	\$	-	\$	134,028	\$	-	\$	134,028
Debt Service - Series 2018 - 3A	\$	-	\$	495,789	\$	-	\$	495,789
Debt Service - Series 2019 - 3B	\$	-	\$	317,291	\$	-	\$	317,291
Debt Service - Series 2019 - 3C	\$	-	\$	199,057	\$	-	\$	199,057
Debt Service - Series 2020 - 3D	\$	-	\$	332,576	\$	126 147	\$	332,576
Capital Projects	\$	-	\$	-	\$	136,447	\$	136,447
Assigned for: Unassigned	\$	214,674	\$	-	\$	_	\$	214,674
				4 (8) 011		406 44		
Total Fund Balances	\$	242,789	\$	1,676,941	\$	136,447	\$	2,056,177

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted Prorated Budge		ated Budget		Actual		
	Budget	Thru	ı 10/31/22	Thru	ı 10/31/22	V	ariance
Revenues:							
Assessments - Tax Roll	\$ 860,473	\$	-	\$	-	\$	-
Other Income	\$ 2,400	\$	200	\$	160	\$	(40)
Total Revenues	\$ 862,873	\$	200	\$	160	\$	(40)
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 12,000	\$	1,000	\$	800	\$	200
Engineering Fees	\$ 10,000	\$	833	\$	2,429	\$	(1,596)
Attorney	\$ 40,000	\$	3,333	\$	2,395	\$	939
Annual Audit	\$ 4,000	\$	-	\$	-	\$	-
Assessment Roll Services	\$ 5,000	\$	-	\$	5,000	\$	(5,000)
Reamortization Schedules	\$ 625	\$	400	\$	400	\$	-
Dissemination	\$ 10,000	\$	833	\$	833	\$	0
Trustee Fees	\$ 23,867	\$	14,533	\$	14,533	\$	-
Management Fees	\$ 42,500	\$	3,542	\$	3,542	\$	(0)
Information Technology	\$ 1,800	\$	150	\$	150	\$	-
Website Maintenance	\$ 1,200	\$	100	\$	100	\$	-
Postage & Delivery	\$ 800	\$	67	\$	39	\$	27
Insurance	\$ 7,088	\$	3,528	\$	3,528	\$	-
Printing & Binding	\$ 1,000	\$	83	\$	6	\$	77
Legal Advertising	\$ 3,500	\$	292	\$	-	\$	292
Other Current Charges	\$ 3,500	\$	292	\$	39	\$	252
Office Supplies	\$ 200	\$	17	\$	2	\$	15
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative	\$ 167,255	\$	29,177	\$	33,971	\$	(4,793)

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	rated Budget		Actual		
		Budget		u 10/31/22	Thru	u 10/31/22		Variance
Operations & Maintenance								
<del>-</del>								
Field Expenditures	ф	20.250	ф	22.405	φ.	22.405	φ.	
Property Insurance	\$	20,258	\$	23,405	\$	23,405	\$	-
Field Management	\$	15,450	\$	1,288	\$	1,288	\$	-
Landscape Maintenance	\$	263,665	\$	21,972	\$	19,053	\$	2,919
Landscape Enhancements/Replacement	\$	35,000	\$	2,917	\$	4,260	\$	(1,343)
Pond Maintenance	\$	32,172	\$	2,681	\$	2,815	\$	(134)
Electric	\$	5,400	\$	450	\$	56	\$	394
Streetlighting	\$	20,000	\$	1,667	\$	-	\$	1,667
Water & Sewer	\$	2,500	\$	208	\$	86	\$	122
Irrigation Repairs	\$	12,500	\$	1,042	\$	758	\$	284
General Repairs & Maintenance	\$	15,000	\$	1,250	\$	-	\$	1,250
Contingency	\$	10,000	\$	833	\$	-	\$	833
Subtotal Field Expenditures	\$	431,945	\$	57,712	\$	51,721	\$	5,991
Amenity Expenditures								
Electric	\$	18,000	\$	1,500	\$	854	\$	646
Water	\$	7,500	\$	625	\$	179	\$	446
Internet & Phone	\$	3,200	\$	267	\$	193	\$	74
Playground & Equipment Lease	\$	23,593	\$	1,966	\$	1,966	\$	0
Pool Service Contract	\$	36,000	\$	3,000	\$	3,500	\$	(500)
Janitorial Services	\$	19,500	\$	1,625	\$	2,414	\$	(789)
Security Services	\$	33,800	\$	2,817	\$	-	\$	2,817
Pest Control	\$	4,500	\$	375	\$	-	\$	375
Amenity Access Management	\$	5,000	\$	417	\$	417	\$	(0)
Amenity Repair & Maintenance	\$	15,000	\$	1,250	\$	2,350	\$	(1,100)
Contingency	\$	5,000	\$	417	\$	-	\$	417
Subtotal Amenity Expenditures	\$	171,093	\$	14,258	\$	11,873	\$	2,385
Total Onougtions & Maintonanas	¢	602.020	¢	71.070	\$	62 504	\$	0.276
Total Operations & Maintenance	\$	603,038	\$	71,970	•	63,594	•	8,376
Total Expenditures	\$	770,293	\$	101,147	\$	97,564	\$	3,583
Excess (Deficiency) of Revenues over Expenditures	\$	92,580			\$	(97,404)		
Other Financing Sources/(Uses):								
Transfer In/(Out) - Capital Reserve	\$	(92,580)	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	(92,580)	\$	-	\$	-	\$	
						60-1		
Net Change in Fund Balance	\$	•			\$	(97,404)		
Fund Balance - Beginning	\$	-			\$	340,194		
Fund Balance - Ending	\$				\$	242,789		
r una balance - bliumg	Ψ				φ	272,707		

#### **Community Development District**

#### Debt Service Fund Series 2016 - 2A

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorate	d Budget		Actual		
	Budget	Thru 10	0/31/22	Thr	u 10/31/22	Va	riance
Revenues:							
Assessments - Tax Roll	\$ 111,715	\$	-	\$	-	\$	-
Interest	\$ -	\$	-	\$	244	\$	244
Total Revenues	\$ 111,715	\$	-	\$	244	\$	244
Expenditures:							
Interest - 11/1	\$ 40,375	\$	-	\$	-	\$	-
Principal - 11/1	\$ 30,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 39,625	\$	-	\$	-	\$	-
Total Expenditures	\$ 110,000	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ 1,715			\$	244	\$	244
Fund Balance - Beginning	\$ 85,955			\$	197,956		
Fund Balance - Ending	\$ 87,670			\$	198,200		

#### **Community Development District**

#### Debt Service Fund Series 2018 - 2B

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorate	d Budget		Actual		
	Budget	Thru 10	0/31/22	Thr	u 10/31/22	Va	riance
Revenues:							
Assessments - Tax Roll	\$ 130,304	\$	-	\$	-	\$	-
Interest	\$ -	\$	-	\$	218	\$	218
Total Revenues	\$ 130,304	\$	-	\$	218	\$	218
Expenditures:							
Interest - 11/1	\$ 45,384	\$	-	\$	-	\$	-
Principal - 5/1	\$ 30,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 45,384	\$	-	\$	-	\$	-
Total Expenditures	\$ 120,769	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ 9,535			\$	218		
Fund Balance - Beginning	\$ 72,371			\$	133,810		
Fund Balance - Ending	\$ 81,906			\$	134,028		

#### **Community Development District**

#### Debt Service Fund Series 2018 - 3A

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorate	d Budget	Actual			
	Budget	Thru 1	0/31/22	Thr	u 10/31/22	Va	ıriance
Revenues:							
Assessments - Tax Roll	\$ 525,011	\$	-	\$	-	\$	-
Interest	\$ -	\$	-	\$	807	\$	807
Total Revenues	\$ 525,011	\$	-	\$	807	\$	807
Expenditures:							
Interest - 11/1	\$ 194,463	\$	-	\$	-	\$	-
Principal - 5/1	\$ 125,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 194,463	\$	-	\$	-	\$	-
Total Expenditures	\$ 513,925	\$	-	\$		\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ 11,086			\$	807		
Fund Balance - Beginning	\$ 234,809			\$	494,982		
Fund Balance - Ending	\$ 245,895			\$	495,789		_

#### **Community Development District**

#### Debt Service Fund Series 2019 - 3B

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorated	d Budget		Actual		
	Budget	Thru 10	)/31/22	Thr	u 10/31/22	Va	riance
Revenues:							
Assessments - Tax Roll	\$ 335,844	\$	-	\$	-	\$	-
Interest	\$ -	\$	-	\$	516	\$	516
Total Revenues	\$ 335,844	\$	-	\$	516	\$	516
Expenditures:							
Interest - 11/1	\$ 117,159	\$	-	\$	-	\$	-
Principal - 5/1	\$ 100,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 117,159	\$	-	\$	-	\$	-
Total Expenditures	\$ 334,319	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ 1,525			\$	516		
Fund Balance - Beginning	\$ 146,617			\$	316,775		
Fund Balance - Ending	\$ 148,142			\$	317,291		

#### **Community Development District**

#### Debt Service Fund Series 2019 - 3C

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

Budget	Thru 10	)/31/22	The	10/21/22		
		<i>  -  </i>	11111	10/31/22	Va	riance
\$ 225,524	\$	-	\$	-	\$	-
\$ -	\$	-	\$	324	\$	324
\$ 225,524	\$	-	\$	324	\$	324
\$ 78,438	\$	-	\$	-	\$	-
\$ 70,000	\$	-	\$	-	\$	-
\$ 78,438	\$	-	\$	-	\$	-
\$ 226,876	\$	-	\$	-	\$	-
\$ (1,352)			\$	324		
\$ 87,056			\$	198,733		
\$ 85,705			\$	199,057		
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 225,524 \$ 78,438 \$ 70,000 \$ 78,438 \$ 226,876 \$ (1,352) \$ 87,056	\$ 225,524 \$  \$ 78,438 \$ \$ 70,000 \$ \$ 78,438 \$  \$ 226,876 \$  \$ (1,352)	\$ - \$ - \$ 225,524 \$ - \$ 78,438 \$ - \$ 70,000 \$ - \$ 78,438 \$ - \$ 226,876 \$ - \$ (1,352)	\$ - \$ - \$ \$ 225,524 \$ - \$ \$ 78,438 \$ - \$ \$ 70,000 \$ - \$ \$ 78,438 \$ - \$ \$ 226,876 \$ - \$ \$ (1,352) \$	\$ 225,524 \$ - \$ 324 \$ 78,438 \$ - \$ - \$ 70,000 \$ - \$ - \$ 78,438 \$ - \$ - \$ 226,876 \$ - \$ - \$ (1,352) \$ 324	\$ - \$ - \$ 324 \$  \$ 225,524 \$ - \$ 324 \$  \$ 78,438 \$ - \$ - \$  \$ 70,000 \$ - \$ - \$  \$ 78,438 \$ - \$ - \$  \$ 226,876 \$ - \$ - \$  \$ (1,352) \$ 324  \$ 87,056 \$ 198,733

#### **Community Development District**

#### Debt Service Fund Series 2020 - 3D

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorate	d Budget		Actual		
	Budget	Thru 10	)/31/22	Thr	u 10/31/22	Va	ariance
Revenues:							
Assessments - Tax Roll	\$ 399,925	\$	-	\$	-	\$	-
Interest	\$ -	\$	-	\$	542	\$	542
Total Revenues	\$ 399,925	\$	-	\$	542	\$	542
Expenditures:							
Interest - 11/1	\$ 128,334	\$	-	\$	-	\$	-
Principal - 5/1	\$ 145,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 128,334	\$	-	\$	-	\$	-
Total Expenditures	\$ 401,669	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ (1,743)			\$	542		
Other Financing Sources/(Uses):							
Transfer In/(Out)	\$ -	\$	-	\$	(326)	\$	(326)
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	(326)	\$	(326)
Net Change in Fund Balance	\$ (1,743)			\$	215		
Fund Balance - Beginning	\$ 130,469			\$	332,361		
Fund Balance - Ending	\$ 128,725			\$	332,576		

#### **Community Development District**

#### **Capital Projects Funds**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Series		Series		Series	Series	Series	
	2016 - 2A		2018 - 2	2B	2019 - 3B	2019 - 3C	2020 - 3D	Total
Revenues								
Developer Contributions	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -
Interest	\$	-	\$	0	\$ 219	\$ -	\$ 1	\$ 220
<b>Total Revenues</b>	\$	-	\$	0	\$ 219	\$ -	\$ 1	\$ 220
Expenditures:								
Capital Outlay	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	0	\$ 219	\$ -	\$ 1	\$ 220
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$ -	\$ -	\$ 326	\$ 326
Total Other Financing Sources (Uses)	\$	-	\$	-	\$ -	\$ -	\$ 326	\$ 326
Net Change in Fund Balance	\$	-	\$	0	\$ 219	\$ -	\$ 327	\$ 546
Fund Balance - Beginning	\$	0	\$	69	\$ 134,196	\$ 1,000	\$ 636	\$ 135,900
Fund Balance - Ending	\$	0	\$	69	\$ 134,415	\$ 1,000	\$ 963	\$ 136,447

#### **Community Development District**

#### **Capital Reserve Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	1	Adopted	Prorate	ed Budget	A	ctual			
		Budget	Thru 1	.0/31/22	Thru 10/31/22		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	\$	-	\$	-	\$	-	
Fund Balance - Beginning	\$	90,000			\$	-			
Fund Balance - Ending	\$	182,580			\$	-			

# Community Development District Month to Month

	0ct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Other Income	\$ 160 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	16
Total Revenues	\$ 160 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	16
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 800 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	80
Engineering Fees	\$ 2,429 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,42
Attorney	\$ 2,395 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,39
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Assessment Roll Services	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,00
Reamortization Schedules	\$ 400 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	40
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Dissemination	\$ 833 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	83
Trustee Fees	\$ 14,533 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	14,53
Management Fees	\$ 3,542 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,54
Information Technology	\$ 150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	15
Website Maintenance	\$ 100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	10
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Postage & Delivery	\$ 39 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3
Insurance	\$ 3,528 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,52
Printing & Binding	\$ 6 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Legal Advertising	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Other Current Charges	\$ 39 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3
Office Supplies	\$ 2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	17

- \$

- \$

- \$

- \$

- \$

- \$

- \$

- \$

33,971

Total General & Administrative

\$

33,971 \$

- \$

- \$

- \$

# Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Field Expenditures													
Property Insurance	\$ 23,405 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	23,40
Field Management	\$ 1,288 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,288
Landscape Maintenance	\$ 19,053 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	19,053
Landscape Enhancements/Replacement	\$ 4,260 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,26
Pond Maintenance	\$ 2,815 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,81
Electric	\$ 56 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	50
Streetlighting	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Water & Sewer	\$ 86 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	86
Irrigation Repairs	\$ 758 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	758
General Repairs & Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Contingency	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Subtotal Field Expenditures	\$ 51,721 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	51,72
Amenity Expenditures													
Electric	\$ 854 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	854
Water	\$ 179 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	179
Internet & Phone	\$ 193 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	19
Playground & Equipment Lease	\$ 1.966 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,960
Pool Service Contract	\$ 3,500 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,500
Janitorial Services	\$ 2,414 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,41
Security Services	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pest Control	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Access Management	\$ 417 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	41
Amenity Repair & Maintenance	\$ 2,350 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,350
Contingency	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Subtotal Amenity Expenditures	\$ 11,873 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	11,87
Total Operations & Maintenance	\$ 63,594 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	63,59
Total Expenditures	\$ 97,564 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	97,56
Excess (Deficiency) of Revenues over Expenditures	\$ (97,404) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(97,40