

***Towne Park
Community Development District***

Agenda

December 3, 2024

AGENDA

Towne Park

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

November 26, 2024

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 3, 2024, at 6:00 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/82093856101>

Zoom Call-In Information: 1 305 224 1968

Meeting ID: 820 9385 6101

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Appointment of Individual to Fulfill Vacancy of Seat 5
 - B. Administration of Oath of Office to Newly Appointed Supervisor
 - C. Consideration of Resolution 2025-02 Electing Officers
4. Approval of Minutes of the November 5, 2024 Board of Supervisors Meeting
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal for Playground Shade Structures
 - ii. Consideration of Proposal for Fence Repairs
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
6. Supervisors Requests
7. Adjournment

SECTION III

SECTION C

RESOLUTION 2025-02

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	_____
Treasurer	_____
Assistant Treasurer	_____
Assistant Treasurer	_____

PASSED AND ADOPTED this 3rd day of December 2024.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

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 5, 2024**, at 4:00 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 <i>by Zoom</i>	Chairman
Jennifer Tidwell	Vice Chairperson
Tom Zimmerman	Assistant Secretary
Roger Runyon	Assistant Secretary
Zabrina Sides	Assistant Secretary

Also present were:

Tricia Adams	District Manager, GMS
Patrick Collins	District Counsel, Kilinski Van Wyk
Meredith Hammock <i>by Zoom</i>	District Counsel, Kilinski Van Wyk
Caleb Wingol <i>by Zoom</i>	District Engineer, Rayl Engineering
Allen Bailey	Field Operations, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll. Four Board members were in attendance constituting a quorum. Mr. Jones joined the meeting by Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams opened the public comment period.

- Sandra Stinum (5259 White Egret) asked what Herbicide is used along the fence lines.
- Robin Thompson (3925 Sentinel) commented on CDD parking rules & Black Sheep Towing in right of way.

THIRD ORDER OF BUSINESS

Approval of Minutes of the September 3, 2024 Board of Supervisors Meeting

Ms. Adams presented the minutes from the September 3, 2024 Board of Supervisors meeting. These minutes have been reviewed by District Counsel and District Management. The Board had no changes to the minutes.

On MOTION by Mr. Zimmerman, seconded by Ms. Tidwell, with all in favor, the Minutes of the September 3, 2024 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01 Authorizing Publication of Legal Notices on Public Website

Ms. Hammock presented Resolution 2025-01 authorizing the District Manager, Chair or Vice Chair to utilize this new resource, Polk County’s new website to publicly notice online.

On MOTION by Ms. Sides, seconded by Mr. Zimmerman, with all in favor, Resolution 2025-01 Authorizing Publication of Legal Notices on Public Website, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Audit Services Engagement Letter for Fiscal Year 2024

Ms. Adams stated each year the District is required to undergo an annual independent audit that is filed with the state of Florida by June 30th. Approval of this engagement letter from McDirmit Davis authorizes preparation of the FY2024 audit. The cost of the audit is \$4,100.

On MOTION by Ms. Sides, seconded by Mr. Zimmerman, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2024, was approved.

SIXTH ORDER OF BUSINESS

Ratification of Proposal for Tree Staking in Riverstone

Ms. Adams noted many trees had fallen or were leaning throughout the community due to Hurricane Milton. The field services team reached out for a proposal from Prince & Sons and the Chair approved it on October 16th. The price for staking the large trees was \$125 per tree and small

trees were \$75 per tree. There were 119 large trees and 34 small trees that were staked for a total of \$17,425.

On MOTION by Ms. Sides, seconded by Mr. Runyon, with all in favor, the Proposal for Tree Staking in Riverstone, was ratified.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hammock will be working with District Management staff on any direction the Board requests, FEMA funding or otherwise. She noted regarding the towing matter, the District has a towing agreement with Black Sheep. In accordance with that towing agreement, Black Sheep does roaming tows. They are at liberty to enforce tows at their discretion around the community. Staff confirmed no one from the District side of things directed that tow and Black Sheep believed it was enforcing a proper tow. A letter with this information was sent to the homeowner. The Board would like to get clarification from Black Sheep to clarify they are not towing from the roadway and review with the City of Lakeland.

B. Engineer

Mr. Wingol gave an update on damages from Hurricane Milton including pond erosion at Salt Springs and overflow wall blown out at end of Medulla. He is putting a scope of work together and hopefully will have bids back for the December meeting.

C. Field Manager's Report

Mr. Bailey presented the Field Manager's Report on page 38 of the agenda package. The Board discussed replacing fencing and trees with something that can handle the force of the wind better such as Magnolia trees and picket fencing. He noted the landscapers use Fusilade to spray growth throughout the District.

D. District Manager's Report

i. Approval of the Check Register

Ms. Adams presented the check register from August 21st through October 19th totaling \$333,629.97. Immediately following the check register is a detailed run summary. There was a transmittal to the SBA account.

On MOTION by Ms. Sides, seconded by Mr. Runyon, with all in favor, the Check Register totaling \$333,629.97, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams presented the unaudited financials through the end of September.

iii. Notice of Filing Insurance Claim for Hurricane Milton Damage

Ms. Adams stated on page 73 of the agenda package is a table that was provided to EGIS that summarizes the description of property damage. They have received feedback from the insurance company regarding the Districts overall deductibles when there is a named storm and are working through that.

EIGHTH ORDER OF BUSINESS

Supervisors Requests & Public Comments

Peter (LGI Houses) Commented on no parking at the mailbox & grass looks terrible. The back emergency gate should be open all the time. Asked for shade or umbrellas from LGI houses near pool. Ms. Adams noted the mailboxes are the HOA’s responsibility. The right of way is owned and maintained by the City of Lakeland. The CDD doesn’t have the authority to open or close the back gate. The shade structures for pool areas are not a budgeted project.

Supervisor Requests:

- Mr. Jones asked to have the site supervisor look at Phase 3 & 4 mailbox area to determine improvement options.
- Mr. Zimmerman asked if the crosswalk light has been put back up. Mr. Jones noted it is being looked at by the City of Lakeland.

NINTH ORDER OF BUSINESS

Adjournment

Ms. Adams adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION C

Towne Park CDD

Field Management Report



December 3rd, 2024

Allen Bailey – Field Services Manager

GMS

Completed

Amenity Plants



- ✚ The perimeter of Bougainvillea has all been straightened
- ✚ We will be monitoring for shock.

Wood Bridge



- ✚ The lip of the wood bridge was lowered to prevent any tripping hazard.

Completed

Playground Barrier



✚ The stump at the open space on Sandhill Crane has been removed.

Holiday Decorations



✚ The Holiday decorations have been placed up at the amenities and entrance.

Review

Hydrilla



- ✚ The progress of the Hydrilla dying is going at a satisfactory rate in smaller ponds.

In Progress

Fence



- ✚ Danielle Fence has reviewed the district fence.
- ✚ The damage to district property was significant.

Shade Structures



- ✚ The shade structures at both playgrounds have been initially reviewed.
- ✚ The canopy will need to be replaced at the smaller playground as it is damaged.
- ✚ The quad sail has minor cuts on 2 sails but we have not been able to review attachment points.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at abailey@gmscfl.com. Thank you.

Respectfully,
Allen Bailey

SECTION 1



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
11/25/2024	36031

Project Name
Towne Park CDD repl shadesQu...



Customer / Bill To
Governmental Management Services CF Allen Bailey 219 E. Livingston St. Orlando, FL 32801

Ship To
4530 Eagle Falls Place Tampa, FL 33619



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
CSSD	1. Supply and install replacement fabrics, Quad sails 2x on existing 30Quad in place, and 1x modular shade for equipment, includes cabling and hardware 2. To be scheduled by PM in conjunction with another project in the region, Shade fabrics must be brought to site meeting the installer. Two locations listed below, both is same subdivision. **SHADE* Prop QUO0295191 replacement canopies for Quad Sail one upper and one lower, with D-rings, caballing and clamps	1	4,129.50	4,129.50
CSSD	Standard modular shade, 14x14 for play equipment	1	2,400.00	2,400.00
CLR	Colors: Fabrics to be forest green for all 3x			0.00
Shipping	Combined Shipping and Freight Charges (separate boxes from Mfg.)	1	810.00	810.00
LBR	**INSTALLATION** Labor and Installation- both sites in the same sub division Locations: 14x14 modular shade over play equipment- 3883 White Ibis Rd Lakeland, FL 33811	1	2,250.00	2,250.00

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:
Sales Tax: (7.5%)
Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
11/25/2024	36031

Project Name
Towne Park CDD repl shadesQu...



Customer / Bill To
Governmental Management Services CF Allen Bailey 219 E. Livingston St. Orlando, FL 32801

Ship To
4530 Eagle Falls Place Tampa, FL 33619



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	2x Quad sails on 30x30 - 3334 Medulla Rd. Lakeland FL 33811			

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:	\$9,589.50
Sales Tax: (7.5%)	\$0.00
Total:	<u>\$9,589.50</u>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

SECTION 2



sales@daniellefence.net

Location & Mailing Address: 4855 S.R. 60 W Mulberry, FL 33860

Phone: 863.425.3182 • 813.681.6181

www.DanielleFence.com



Sales Rep: Kevin Heflin	Estimate #: 527	Date: 11/21/2024
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Name: GMS-Central Florida	
Jobsite Address: Medulla Road	
City, State, Zip: Lamkeland FL. 33811	
Billing Address (City, State, Zip): Off of Hobart Ln, Orlando, FL 32801	
Primary Email: abailey@gmscfl.com	Secondary Email:
Primary Phone: 407-460-4424	Work Phone: 407-841-5524
Mobile Phone:	Secondary Mobile Phone:

Project Description:	<input checked="" type="checkbox"/> Fence	<input type="checkbox"/> Kitchen	<input type="checkbox"/> Pavers	<input type="checkbox"/> Pergola	<input type="checkbox"/> Other: _____	TOTAL \$
1080' of 72" almond Lakeland (r) bgm with standard flat caps						\$43,948.00
1- 72" x 142" almond Lakeland double drive gate						
56' of white Lakeland (r) bgm with standard flat caps						
82' of 72" black 3 rail Avalon 7.81 commercial aluminum fence						
					SUB TOTAL:	\$43,948.00
Project Options:	Approve	Decline	Amount			
Additional cost to upgrade to Lakeland Industrial with 2" x 7" rails and .280 HEAVY WALL posts		X	8305.00			
Quoted Leadtime: 10 to 14 weeks after HOA and Permit approval	Deposit: \$21,474.00			OPTIONS TOTAL:		\$0.00
<input checked="" type="checkbox"/> Cash/Check	(ALL DEBIT/ CREDIT CARD TRANSACTIONS WILL BE CHARGED AN ADDITIONAL 3% CONVENIENCE CHARGE ON TOTAL VALUE OF CONTRACT)			PROJECT TOTAL:		\$43,948.00
<input type="checkbox"/> Credit Card/Debit Card						
				DEPOSIT:		\$21,474.00
• BALANCE DUE DOES NOT INCLUDE ANY DEBIT/ CREDIT CARD FEES THAT MAY BE CHARGED					*BALANCE DUE:	\$22,474.00

Notes: Quote valid for 30 days. Upon completion any existing usable materials will be credited at time of invoicing.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-CONTRACTORS OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS. THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACT IN FULL IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY TO PROTECT YOURSELF. YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT, WHENEVER A SPECIFIC PROBLEM ARISES YOU CONSULT AN ATTORNEY.

We hereby propose to furnish labor and materials completely in accordance with the above specifications for the sum of: Total price (includes tax) **\$43,948.00 (ALL DEBIT/CREDIT CARD TRANSACTIONS WILL BE CHARGED AN ADDITIONAL 3% PROCESSING FEE ON THE TOTAL VALUE OF CONTRACT)** When permit is required, permit fees and a \$35 service fee will be added to contracted price listed above.
Danielle Fence authorized representative *Kevin Heflin* Name(printed) KEVIN O. HEFLIN
ACCEPTANCE OF PROPOSAL/CONTRACT
The above prices, specifications and conditions are hereby ACCEPTED. See back for contract terms and conditions.
Home Owner or Authorized Representative: _____ **Date:** _____



sales@daniellefence.net

Location & Mailing Address: 4855 S.R. 60 W Mulberry, FL 33860
 S.R. 60 W Mulberry, FL 33860
 Phone: 863.425.3182 • 813.681.6181
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Sales Rep: Kevin Heflin	Estimate #: 527	Date: 11/21/2024
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Name: GMS-Central Florida	
Jobsite Address: Medulla road	City, State, Zip: Lakeland FL 33811
Billing Address (City, State, Zip): Off of Hobart Ln, Orlando, FL 32801	
Primary Email: abailey@gmscfl.com	Secondary Email:
Primary Phone: 407-460-4424	Work Phone: 407-841-5524
Mobile Phone:	Secondary Mobile Phone:
Subdivision:	Cross Street:
Contact: Allen Bailey	

KEYS & NOTES	
CONCRETE	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
MULTIPLE FENCE STYLES	<input type="checkbox"/> <input checked="" type="checkbox"/>
SEPTIC/DRAINFIELD	<input type="checkbox"/> <input checked="" type="checkbox"/>
POOL - OPEN	<input type="checkbox"/> <input checked="" type="checkbox"/>
POOL - SCREENED	<input type="checkbox"/> <input checked="" type="checkbox"/>
CORNER LOT	<input type="checkbox"/> <input checked="" type="checkbox"/>
TEAR DOWN	<input type="checkbox"/> <input checked="" type="checkbox"/>
FOOTAGE	
	<input type="checkbox"/> PVC _____
	<input type="checkbox"/> Aluminum _____
	<input type="checkbox"/> Wood _____
	<input type="checkbox"/> Chainlink _____
APPROVALS	
PRIVATE UTILITIES	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
PERMIT REQUIRED	<input type="checkbox"/> <input checked="" type="checkbox"/>
NOC REQ'D (OVER \$2,500)	<input type="checkbox"/> <input checked="" type="checkbox"/>
HOA OR POA	<input type="checkbox"/> <input checked="" type="checkbox"/>
DANIELLE	<input type="checkbox"/> <input checked="" type="checkbox"/>
HOMEOWNER	<input type="checkbox"/> <input checked="" type="checkbox"/>
Begin without Approval	<input type="checkbox"/> <input checked="" type="checkbox"/>
Wait for Approval	<input type="checkbox"/> <input checked="" type="checkbox"/>

Materials:
 1080' of 72" almond Lakeland (r) bgm with standard flat caps
 1- 72" x 142" almond Lakeland double drive gate
 56' of white Lakeland (r) bgm with standard flat caps
 82' of 72" black 3 rail Avalon 7.81 commercial aluminum fence

Project Options: Additional cost to upgrade to Lakeland industrial with 2" x 7" rails & .280 HEAVY WALL posts

Notes: Quote valid for 30 days. Upon completion any existing usable materials will be credited at time of invoicing.



I hereby acknowledge that the above layout is approved for installation. Purchaser agrees to uncover and mark all underground lines and piping, including but not limited to property pins, conduit, private electrical, television, or data lines, waler piping, septic piping or systems, and sprinkler systems. Purchaser agrees to pay Company the additional sum of Three Hundred and Fifty and no/100 dollars (\$350.00) for its mobilization costs in the event that Purchaser changes any of the following:

- Changes to the Layout of time of instollotion where installers would need to leave premises ond return.
- Upon arrival of installation crew, job site is not ready for installation;
- Upon arrival of installation crew, home owner has not obtained permissions and concessions on address referenced above. Customer will be invoiced for additional footage or items requested that were not part of the original contract. Purchaser is not liable for installation delays due to Acts of God.
- Installation is cancelled or postponed due any of the above mentioned items or the client has not obtained homeowners association approval prior to installation resulting in installation interruption.
- Fee is in addition to the cancellation terms ond conditions.
- If no survey is available at the time an estimate is provided the contracted linear footage and contract value is subject to change either upon receipt of a current survey or at the time of installation based on actual footage installed.

Home Owner or Authorized Representative: _____ Date: _____

Danielle Fence Manufacturing Co. - Sales & Installation Contract

DEFINITIONS

1. Company - Danielle Fence Manufacturing Company.
2. Purchaser - The person or entity executing this Contract.
3. Contract - This document, including attachments, when executed by the Company and the Purchaser.
4. Site - The address[es] where product is to be installed.
5. Installation - The sale, delivery and placement of Product on the Site by the Company.
6. Layout - Any portion of the Contract indicating the installation location and dimensions of the product[s] to be installed.
7. Product - All goods identified to this Contract and sold by the Company to Purchaser.
8. Sale - Over-the-counter sale of Product to any person or entity without agreement by the Company for Product installation.
9. Total Price - Unless otherwise indicated on the Contract, Total Price is the estimated price of the Sale or Installation of Product by the Company including taxes. The cost of Product is based upon estimates of the amount of Product required to fulfill the Contract. Purchaser will be invoiced or credited for any increase or decrease in the materials, no credit will be issued for waste or non-standard materials required for the company's full performance.

TERMS

1. This Contract will be in full force and effect upon execution by Company and Purchaser and Purchaser's payment of the required deposit.
2. The Company will perform all Installations in a workmanlike manner and in accordance with standard practices in the industry.
3. Purchaser will obtain any permission and concession necessary for Installation, including but not limited to those required by any homeowner's association. Purchaser's Initials
4. Permit fees are not included in contract pricing. Purchaser will be invoiced for any permit fees that are applicable. Any contracts that are not installed within 30 days of the original quote are subject to review for material cost increases.
5. Upon execution of this Contract all Product ordered herein shall be deemed accepted by the Purchaser, without right of rejection or revocation. Cancellation of Contract by Purchaser will result in forfeiture of all deposits paid.
6. All terms of the Contract are incorporated in the Contract and Purchaser has not been induced by any promises, explicit or implicit which are not contained therein.
7. Installation scheduling will take place upon receipt of Purchaser's plot plan (survey) or signed waiver thereof. The Company will verify by telephone the date and approximate time when the company will arrive at the Site for Installation. Purchaser will prepare the Site by ensuring that the fence line and property pins are marked at that date and time.
8. Purchaser agrees to pay Company the sum of Three Hundred and Fifty and no/100 Dollars (\$350.00) for its mobilization costs in the event that Purchaser changes any terms of this Contract; changes the Layout; upon arrival of installation crew, job site is not ready for Installation; does not prepare the Site for Installation; or does not obtain permissions and concessions referenced above. Customer will be invoiced for additional footage or items requested that were not part of the original contract. Purchaser is not liable for Installation delays due to Acts of God.
9. Purchaser waives and the Company disclaims all warranties of fitness for a particular purpose and merchantability.
10. Purchaser may not transfer or assign this Contract to any person or entity.
11. All proprietary rights and interest in this Sales & Installation Contract shall be vested in the Company, and all other rights including but without limitation, patent, registered design, copyright, trademark, service mark, connected with this Contract shall also be vested in the Company.

PERFORMANCE

1. Performance by the Company shall be complete upon either the Sale or Installation of Product.
2. Performance by the Purchaser shall be complete upon payment of the Total Price at the time of Sale or Installation.

PAYMENT

1. Purchaser will pay Company the outstanding balance of the Total Price at the time of Sale or Installation by Visa, Mastercard, American Express, Discover, cash, pre-approved personal check, cashier's check or money order by hand or US Mail to 4855 S.R. 60 W, Mulberry, Florida 33860. In the event that Purchaser does not pay the Total Price at the time of Sale or Installation it will pay interest on that amount at the rate of one-and-one-half percent per month (1.5% month).
2. The Company does not extend credit to any Purchaser.
3. Purchaser will have not title or right to possession of any Product provided by the Company until Purchaser pays the Total Price in full. Company retains all liens, including purchase money liens, on all Products until such time as Total Price has been paid.

MISCELLANEOUS

1. Non-liability - The Company does not guarantee or warrant Products which it does not install. By executing this Contract, the Purchaser waives any rights which it may have, now or in the future against the Company, its agents or suppliers for Product which fails after the Sale.
2. Underground facilities - Purchaser's Initials
 - (a) Purchaser will notify Contractor of all underground lines or piping on the Site.
 - (b) Purchaser will uncover and mark all underground lines and piping, including but not limited to conduit, private electrical or television lines, water piping, drain fields, sprinkler systems and septic systems.
 - (c) Purchaser will indemnify and hold the Company harmless for damage to underground cables, pipes, drain fields, septic systems, structures or other underground facilities located on the Site, whether owned by Purchaser or another, if damaged by Company in the course of performance of this contract.
 - (d) If the installation requires drilling through existing concrete or brick pavers, Company is not responsible for cracking or breakage.
3. Costs and Attorney's Fees - If Purchaser breaches the Contract the Company may remedy that breach using any remedies available under the laws of the State of Florida. In any action brought by the Company in connection with this Contract it will be entitled to recover from the Purchaser, all costs, including attorneys' fees, at the pre-trial, trial, post-trial and appellate levels.
4. Right of Repossession - In the event that Purchaser defaults in the payment of the Total Price for greater than ninety (90) days, the Company may, at its own election and without notice to Purchaser, reenter Purchaser's property and repossess all products provided under this Contract. Upon repossession, the Company will be entitled to all outstanding amounts and the costs of repossession, including labor and materials, attorneys' fees and pre- and Post-judgment interest at the highest rate permitted by Florida law.
5. Choice of Law - This Contract shall be governed by the laws of the State of Florida and the Courts of Polk County Florida shall have exclusive jurisdiction for the determination of all disputes arising thereunder.
6. Void or Voidable Provisions - This Contract shall remain in full force and effect if any provision herein is found to be void or voidable and in this instance the Contract shall be interpreted as though that provision were not incorporated herein.
7. Vinyl fence height listed on the contract includes two inches of ground clearance.

Purchaser Acknowledgment: _____

Date: _____



I, GMS-Central FI request "fence" to be installed on my property at 3883 White Ibis, and assume all responsibility for its placement, including which way the fence will face (i.e. finished side in or finished side out).

Danielle Fence Mfg. Co., Inc. is not liable for the location and/or placement of this fence for one or more of the following reasons (please check and initial all that apply):

No copies of a "current" Survey with a seal is available. If a copy is not made available the fence will be installed as per signed contract layout drawing. Customer assumes **total** responsibility of cost if take down and relocation is required.

Customer wants fence with finished side facing in.

Customer wants fence placed in a wetland or easement area.

Customer is aware fence is all or partially off property.

Customer selected a fence style that does not meet pool code.

Customer has not received HOA approval and accepts full responsibility for installation of the fence and any cost of relocation of the fence.

Order materials and begin fabrication prior to approval with the full understanding homeowner is responsible for all costs incurred.

Do not order materials or start fabrication until HOA is approved, understanding that the quoted lead-time starts when we receive the written HOA Approval.

Additional comments or notes:

Signature: _____

Date: _____



Should you decide to have Danielle Fence Manufacturing install your fence, let us give you some helpful information on what is required and what to expect.

- Before proceeding with installation plans, we recommend you make yourself aware of the restrictions that may apply in your subdivision, city or county. What fence height is acceptable? What style, color or quality is acceptable? Are there any easements, wetlands or other restrictions that we should be aware of before installation? Upon request, Danielle Fence Manufacturing can assist the homeowner with filling out and submitting necessary paperwork for their Homeowners Association's approval.
- When considering whether a wood fence's finished side will face in or out, if the fence is to be located near an existing neighbor's fence, run alongside a hedge row or near any immovable structure, we must have 36" clearance between the finished side and any of these obstructions. PVC fence does not require this clearance, however, there should be adequate room in which to work.
- Is the proposed fence line clear? Are there any bushes, trees or roots to work around?
- How much clearance is acceptable between the bottom of your fence and the ground?
- Are there small animals? Do you need clearance for trimming grass? Depending on the terrain, it may not be possible to keep the clearance between the fence and the ground consistent?
- If there is a swimming pool, what gate hardware is required? Can the gate swing out according to code requirements? Will there be a swimming pool in the future?
- A 25% deposit, along with a signed copy of the contract on standard stock items will get your order processed and into our installation schedule. On non-standard items or custom orders we will require a 50% deposit to process your order. You may pay by cash, check, Visa, MasterCard, American Express or Discover. Your order will be processed only when both the deposit and the signed copy of the contract are received, even if we have a deposit and a verbal okay to proceed. The balance is due on the day of installation.
- Danielle Fence also requires a copy of your property survey/plot plan and the property pins located to insure the fence is placed on your property. If the property pins are not located, the homeowner must sign a release accepting responsibility for the fence location. It is customary for the fence to run 4 to 6 inches inside the property line.
- Danielle Fence takes responsibility for public utility locating. Danielle Fence will order a utility locator to mark electrical lines, cable TV lines, phone lines and gas lines. The utility locate company will not locate sprinkler, water lines, sewer lines or any lines that the property owner may have installed such as a gas line for a pool heater or electric line for a pool or water-well pump. In light of this, Danielle Fence will not assume any responsibility for damages to any underground items that may be damaged during installation.
- Once the utility locate has been ordered, you may or may not see flags/spray painted markings indicating underground utility lines. If you do and they are in conflict with the proposed fence line, please call us right away. FL State Law PROHIBITS any digging within 24 inches of public utility markers.
- Your installation date will be set the week prior to the week of your installation. Typically, that means you will be contacted late in the week confirming your installation for the following week. We ask that you're present for as much of the installation as possible, especially the first hour, to insure the installation foreman can go over the layout, which way the gates swing, their exact location and any other details that need attention. Any changes to the contract must be done in advance of the installation day and must be signed for approval.

Should you have any questions, please feel free to call and speak to any of our representatives. These items are just some of the items needed prior to purchasing a fence. For terms and conditions see your contract.

I have read and understand the above _____

Print name _____





BGM LAKELAND®

Vinyl Fence



Shown with optional New England Post Caps



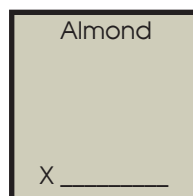
BGM Lakeland with 5' Walk Gate



Shown with optional Lattice Filler



VINYL COLOR OPTIONS:



*Upon signing Product Information Page, customer is aware of actual color of the fence and accepts the color provided by Danielle Fence.

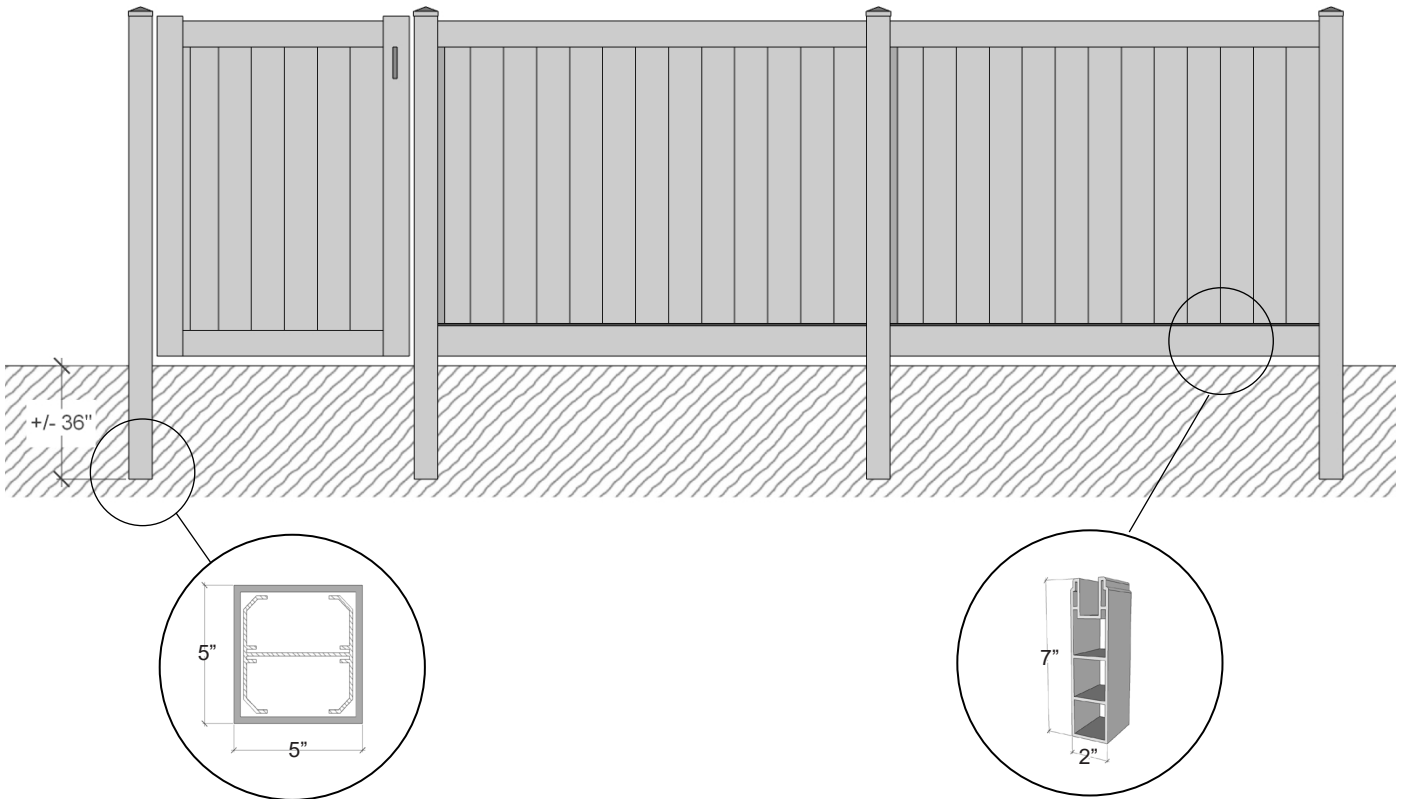
BGM LAKELAND [®] VINYL FENCE

Available in 48", 60" and 72" Height

(Measurements listed are to the top of post)

Fence is constructed from the following materials:

- 2" x 7" ribbed heavy wall bottom rail
- 1½" x 5½" ribbed top rail
- Thirteen, 7/8" x 7" vertical ribbed tongue & groove pickets per section
- One, 1" x 1½" u-channel
- 5" x 5" x .135" posts on 96" centers
- Posts installed 36" in ground
- 5" traditional post caps
- Aluminum reinforced gate hinge post
- 48" x 50" gates or smaller are all .280" posts with no insert



Proudly Made in the USA

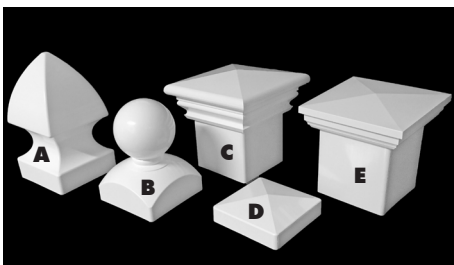
10 year prorated warranty*

X

(Customer Signature)

*See contract for terms & conditions. Visit www.daniellefence.com to view warranty details.

POST CAP OPTIONS:



A. Gothic Cap B. Ball Cap
C. Federation Cap D. Traditional Cap
E. New England Cap

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www.DanielleFence.com

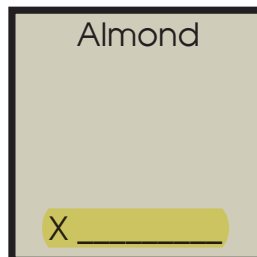
863.425.3182 | 813.681.6181 | 800.255.6794
4855 SR 60W | Mulberry, FL 33860



72" Lakeland Industrial Almond Vinyl Fence



VINYL COLOR OPTION:



*Upon signing Product Information Page, customer is aware of actual color of the fence and accepts the color provided by Danielle Fence.

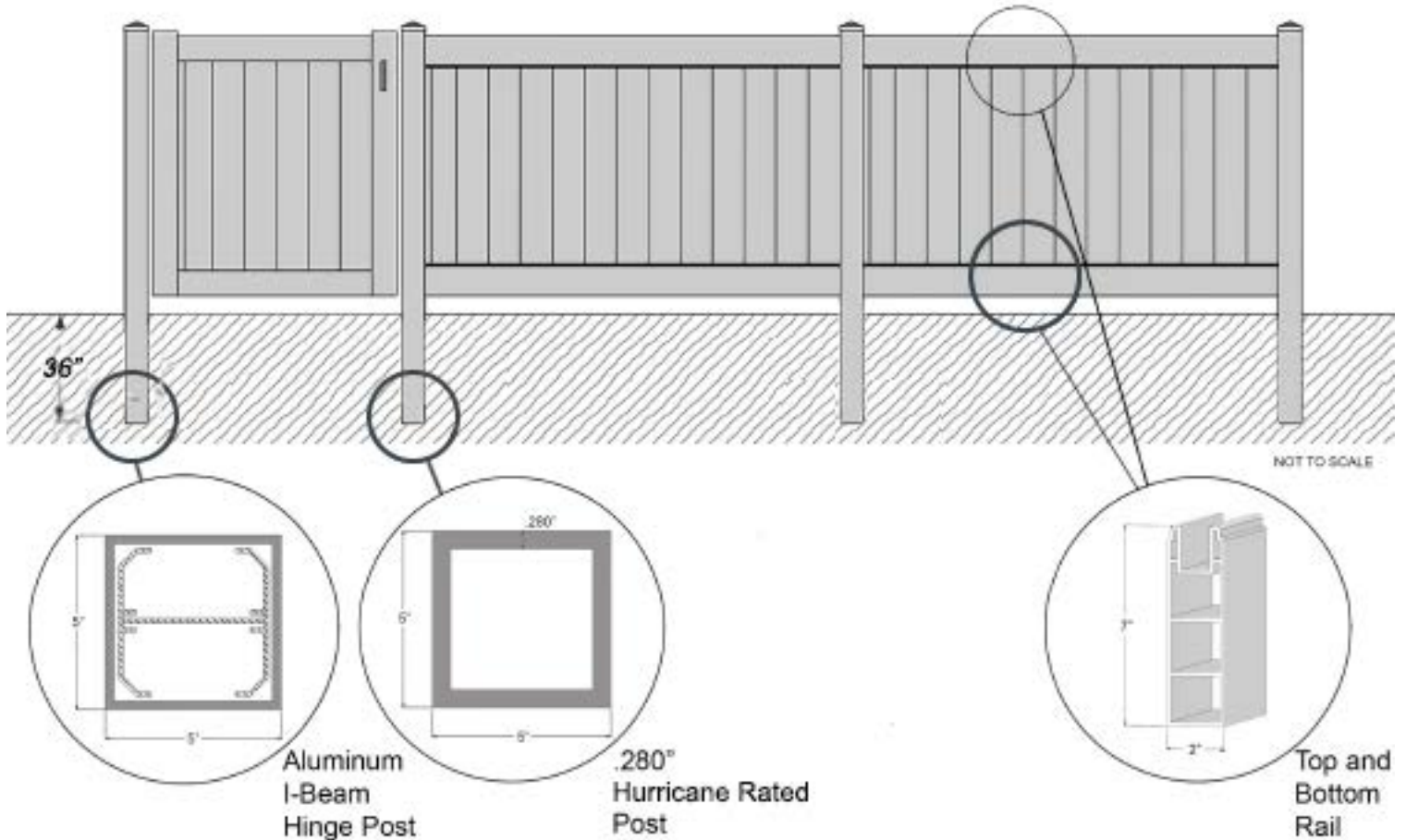
72" LAKELAND INDUSTRIAL VINYL FENCE

72" Height

(Measurements listed are to the top of post)

Fence is constructed from the following materials:

- 2" x 7" top and bottom rails
- Thirteen, 7/8" x 7" vertical tongue & groove pickets
- One, 1" x 1-1/2" u-channel
- 5" x 5" x 9' x .280 hurricane rated posts on 96" centers
- 5" x 5" traditional post caps



Proudly Made in the USA

10 year prorated warranty*

X

(Customer Signature)

*See contract for terms & conditions. Visit www.daniellefence.com to view warranty details.



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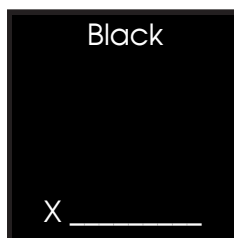


AVALON ALUMINUM FENCE

COMMERCIAL 3-CHANNEL PICKET BOTTOM



ALUMINUM COLOR OPTIONS:



*Upon signing Product Information Page, customer is aware of actual color of the fence and accepts the color provided by Danielle Fence.

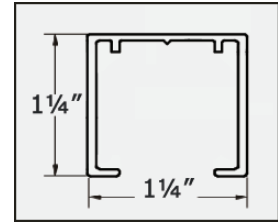
AVALON ALUMINUM FENCE

COMMERCIAL 3-CHANNEL PICKET BOTTOM

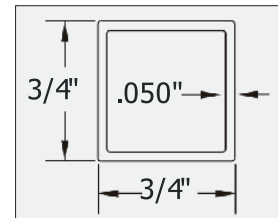
72" Height

Fence is constructed from the following materials:

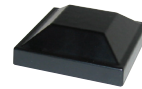
- Three, 1 1/4" x 1 1/4" horizontal channels
- 3/4" x 3/4" pickets spaced 3 7/8" apart
- 2" x 2" x 8' x .093" posts on 7.81" centers
- Concrete around each post
- Standard post caps
- Mechanically Assembled
- Powder coated finish



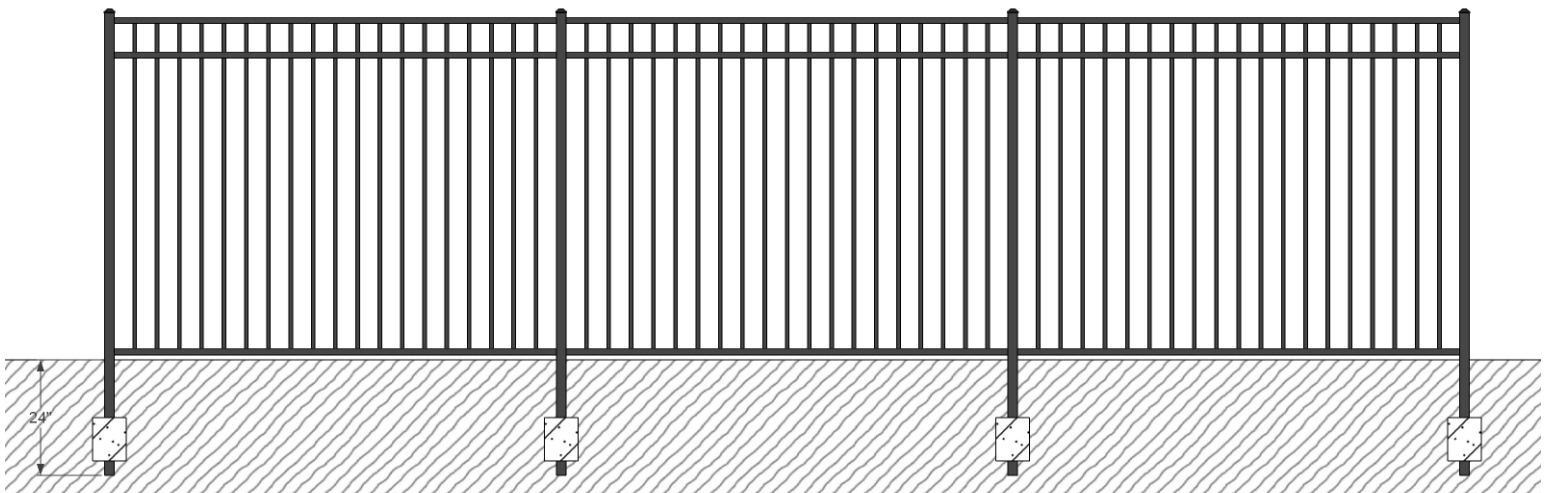
Horizontal Channel



Vertical Picket



Standard Post Cap



*See contract for terms & conditions. Visit www.daniellefence.com to view warranty details.



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Since 1976

Danielle
Fence & Outdoor Living

VINYL WALK GATES

4' WALK GATE

Actual Width 50"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings in

View from Inside of Fence



50" Actual Width

Standard Gate Installation:

- Two, Butterfly Hinges
- One, Steel Contemporary Latch
- One, Gate Handle per opening

5' WALK GATE

Actual Width 64"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings in

View from Inside of Fence



64" Actual Width

Standard Gate Installation:

- Three, Butterfly Hinges
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- One, Aluminum Brace- for added support, viewed from inside of fence

6' WALK GATE

Actual Width 71"

View from Outside of Fence



Hinge location dictates gate swing
Gate pictured swings in

View from Inside of Fence



71" Actual Width

Standard Gate Installation:

- Three, Butterfly Hinges
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- Double Aluminum Brace- for added support, viewed from inside of fence

GATE HARDWARE OPTIONS



Steel Contemporary Latch w/Handle (standard)



Steel Butterfly Hinge (standard)



Keystone Advantage Latch (optional)



Keystone Traverse (optional)



Wide Self Close Hinge (optional)

Steel Drop Rod (standard on Double Drive Gates)



VINYL DOUBLE DRIVE GATES

8' DOUBLE DRIVE GATE Actual Width 100"



Hinge location dictates gate swing
 Gate pictured swings out



100" Actual Width Standard Gate Installation:

- Two, Butterfly Hinges per Gate Leaf
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- Two, Alternating Drop Rods
 -one per Gate Leaf

10' DOUBLE DRIVE GATE Actual Width 128"



Hinge location dictates gate swing
 Gate pictured swings out



128" Actual Width Standard Gate Installation:

- Three, Butterfly Hinges per Gate Leaf
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- One, Aluminum Brace on each Gate Leaf -
 for added support, viewed from inside of fence
- Two, Alternating Drop Rods
 -one per Gate Leaf

12' DOUBLE DRIVE GATE Actual Width 142"



Hinge location dictates gate swing
 Gate pictured swings out

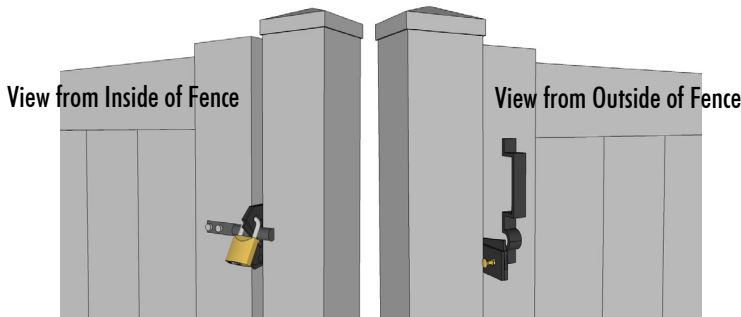


142" Actual Width Standard Gate Installation:

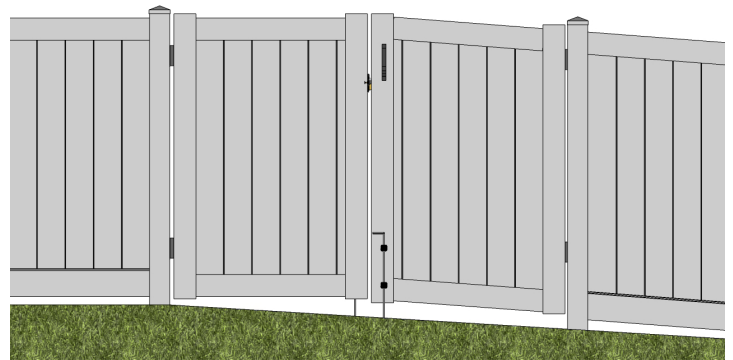
- Three, Butterfly Hinges per Gate Leaf
- One, Steel Contemporary Latch
- One, Gate Handle per opening
- Double Aluminum Brace on each Gate Leaf -
 for added support, viewed from inside of fence
- Two, Alternating Drop Rods
 -one per Gate Leaf

STEEL CONTEMPORARY LATCH INSTALLATION | OPTIONAL CUSTOM DOUBLE DRIVE ANGLED GATE

Example of latch placement when gate swings out.



Shown with standard padlock (not included)



Can be used when ground slopes

863.425.3182 • 813.681.6181

05272020

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SECTION D

SECTION 1

*to be provided under
separate cover*

SECTION 2

*to be provided under
separate cover*