

***Towne Park
Community Development District***

Agenda

October 7, 2025

AGENDA

Towne Park

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

September 30, 2025

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, October 7, 2025**, at **4:00 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/82569693781>

Meeting ID: 825 6969 3781

Zoom Call-In Information: 1 305 224 1968

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the September 2, 2025, Board of Supervisors Meeting
4. Consideration of Purchase Agreement and Related Documents with Lakeland Electric
5. Review and Consideration of Landscape & Irrigation Maintenance Request for Proposals
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Floralawn Proposals
 - a. Installation of Bald Cypress Trees
 - b. Conservation Line Clean Up
 - c. Landscaping at Amenity 2
 - ii. Consideration of Prince & Sons Proposals
 - a. Installation of Bald Cypress Trees
 - b. Conservation Line Clean Up
 - c. Landscaping at Amenity 2
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
7. Supervisors Requests
8. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Towne Park Community Development District was held Thursday, **September 2, 2025**, at 4:05 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 Chairperson
Tom Zimmerman <i>by Zoom</i>	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
Alan Rayl <i>by Zoom</i>	District Engineer, Rayl Engineering
Allen Bailey	Field Services Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 4:05 p.m. and called the roll. Four Board members were present in person constituting a quorum and one Board member joining by Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams opened the public comment period. There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the August 5, 2025
Board of Supervisors Meeting**

Ms. Adams presented the minutes of the August 5, 2025 Board of Supervisor meeting. The draft meeting minutes have been reviewed by District Manager as well as by District Counsel. The Board had no changes to the minutes.

On MOTION by Ms. Sides, seconded by Mr. Zimmerman, with all in favor, the Minutes of the August 5, 2025 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2025-06
Setting the Date, Time, and Location of
Public Hearing to Adopt Amended Rules
of Procedure**

Mr. Collins presented Resolution 2025-06. He stated his office prepared a memo outlining the changes that were made following the state's 2025 legislative session. He noted that they were primarily changing the rule adoption notice procedures because the state now requires a total of 35 days to notice a public hearing to adopt rule changes. The other main change is to the competitive bidding procedures or criteria that the Board can consider when determining which bidder to select for a competitive bid process for public works construction projects. He explained that they are now no longer permitted to consider the amount of work that the contractor has or has not performed for the District in the past. In conclusion, he stated they were just updating the rules to bring those in compliance with what the Legislature changed.

Ms. Adams explained that adoption of Resolution 2025-06 would set a public hearing for November 4, 2025, at their regular meeting time in order to have a public hearing to adopt the rules that were just identified by District Counsel.

On MOTION by Mr. Jones, seconded by Ms. Sides, with all in favor, Resolution 2025-06 Setting the Date, Time, and Location of the Public Hearing to Adopt Amended Rules of Procedure for November 4, 2025 at 4:00 p.m., was approved.

FIFTH ORDER OF BUSINESS**Consideration of Easement Variance
Applications – 5438 Keaton Springs Drive**

Ms. Adams explained that Mr. Virdee was in attendance. She explained that Board members had at last month's meeting considered an easement variance application. She stated that one of the items that the Board discussed is that it didn't make sense for the District to approve a certain type of fence if in fact the HOA would not allow that type of fence to be installed on residential property. As a result, Mr. Virdee was asked to get written permission from the HOA

regarding which styles of fences the HOA would consider approving. The communication from the HOA is included in the agenda package on page 86.

Mr. Collins reminded the Board of the precedent that would be set by approving this variance application. He pointed out that the variance that was approved earlier this year was specifically because that lot was distinguishable for the rest of the lots on that block. He asked the Board to keep this in mind as they consider the variance application. He encouraged the Board if they have any questions on technical specifications, to direct the questions to the District Engineer.

Mr. Rayl, District Engineer, stated the easement is 20 feet in width and it's for a 20 foot wide drainage swale. He explained that it's a surface feature and it occupies that entire 20 feet. He noted the purpose of the easement is twofold. It's one for the physical conveyance of the water along the rear of the lots toward the pond and it's also the access along and through that entire easement to maintain or repair any portion of it.

Ms. Adams opened Board discussion for this item. Discussion ensued and the Board considered the easement variance application for 5438 Keaton Springs Drive. Mr. Runyon suggested that rather than the fence being installed at the rear property line, there be a four foot setback. There was protracted discussion about if there would be any benefit or advantage to that. Ms. Adams noted the two paramount issues were continued water flow as well as access issues.

Mr. Rayl stated while the flow line of the swale isn't centered in the 20-foot easement, it is more towards the front of the 20-foot easement. He noted that the best place and the least opportunity to be in the way of the function of the swale and the easement would be at the extent of the easement out at the rear property line. He explained that moving it in is moving it more towards the area where they are going to be expecting flow through it. Ms. Adams asked Mr. Rayl's input on the fence being installed in the easement. Mr. Rayl responded that the primary purpose behind the picket style or the open aluminum fence panels were so that there would not be any obstruction to flow. He explained that it would be more appropriate if they were located in the 20 foot span on the side property lines where the water is going to be flowing through. He further explained that it wouldn't have to be along the rear property line because they don't have access across that direction and there's no water flow expected across that direction. He added that it flows from side to side across the lot. He suggested that the style of fence be used in the 20 foot easement area on the east and west property lines near the rear. He pointed out that it doesn't need to be on the rear property line. Discussion ensued regarding gates to provide access along the

easement. Mr. Rayl stated they have to be able to travel longitudinally through the easement to maintain the entire easement. He pointed out that they don't have individual access. He reminded the Board that they were granted by the homeowner at the very western end of the swale access from the street across their property in order to approve their easement in that specific location for the configuration, which was the very beginning of the swale. He noted otherwise they have no other ingress and egress through the lots other than this 20 foot along the rear. He explained that if they didn't have ingress/egress maintained through the rear of the subject lot, then they have no ability to maintain the lots upstream of it or downstream of it without receiving easements from each of those individual lot owners as well.

After discussion, Ms. Adams stated that ultimately any action the Board takes will be contingent on HOA approval of the ARC application as well as the final access requirements to be determined by the District Engineer. Mr. Collins explained that it would be two separate agreements – a License Agreement and an Easement Agreement. He explained that this allows the District to go back onto the homeowner's property to maintain the swale. District Counsel noted the conditions for the Board to consider is to approve the variance application conditioned upon formal written approval from the HOA as to the type of fence, upon the execution in a form acceptable to the District of a License Agreement and an Easement Agreement, upon final review by the District Engineer to determine if additional easement access is required, and as to the location of fences to allow the District to access the easement pursuant to the Easement Agreement. The Board agreed to the noted conditions stated by District Counsel.

On MOTION by Mr. Runyon, seconded by Mr. Zimmerman, with all in favor, the Easement Variance Application - 5438 Keaton Springs Drive with Conditions Outlined by District Counsel, was approved.
--

Public comment period was opened. Mr. Virdee requested guidance to properly execute. The Board will direct the District Engineer to provide a sketch. Mr. Rayl agreed to assist in providing a sketch that will depict the access gate, any additional access easement, as well as the fabrication and the exact installation location for the fence. It was noted that there are corner lot pins in the back. It was suggested to this resident to make sure their fence company is finding the pins.

SIXTH ORDER OF BUSINESS**Consideration of Proposal for Dolostone Mailbox Area Improvements**

Ms. Adams presented the proposal for the Dolostone mailbox area improvements. Mr. Rayl stated this is still the same scope of work and same contractor as they approved previously. He explained that it's the same scope of work for the improvements in front of the mailboxes on Dolostone to be finished with concrete to get rid of the rutting and the drainage issue there. He also noted that they're requesting a 50% deposit to get to work on the schedule and they indicated they would be starting within one week of receiving their deposit.

On MOTION by Mr. Jones, seconded by Mr. Runyon, with all in favor, the Proposal for Dolostone Mailbox Area Improvements, was approved.

Mr. Rayl explained that the sidewalk is in front of the mailbox pad, and this will fill that space between the curb and the sidewalk, which is 8 feet wide. He added that the length is long enough for three parking spaces and then with tapers on the end to get on and off the roadway.

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

Mr. Collins reminded the Board of the ethics training round two, which will be on September 24th at 5:30 p.m. on Zoom. A reminder will be sent as well. He noted that the Landscape Agreement renewal was approved at the last meeting and the agreement expires at the end of February 2026 and this contract is over the RFP bid threshold, so the Board will need to go out to bid this one before the end of 2025. Ms. Adams explained the extensive bid process and discussion ensued.

B. Engineer**i. Status Update on Medulla Stormwater Repair**

Mr. Rayl stated they are still working on the easement that is being requested by the City of Lakeland for the construction of a water line that the Board approved. He noted they would like them to make one correction to the legal description just to make sure there can't be any issue with it in the future. He discussed the failure in the floodplain compensation area at the southern limits of Medulla. He explained they went out and identified the area of the failure. He pointed out that

there is some voids that are forming around the miter to the end sections around the pipes that pass under Medulla in that same location. He stated they have requested quotes from a couple of contractors who've done work in the District in the community. They asked them both to update their quotes to better reflect the scope of what they are trying to accomplish. One was received and the other one wasn't yet received in time for the meeting. The Board suggested to wait for the second quote and then go through the process at the next meeting. Mr. Rayl concluded his engineering report.

C. Field Manager's Report

Mr. Bailey reviewed the Field Managers Report on page 100 of the agenda package. He reviewed the completed items, which included the divider in the men's restroom of amenity two was pulled from the wall again and the divider has been resecured to the wall, the amenity one playground has been repaired, the amenity floodlight has been placed back up at the amenity, the debris left at the back of the District has been removed, and the amenity two pool depth marker has been replaced. He reviewed the other items on his report, which included the littoral shelf still showing healthy growth, the landscape around the ponds off of Medulla are showing healthy growth. He noted he talked to Prince about cutting the walking path back.

i. Consideration of Proposal for Plant Landscaping at Amenity 2

Mr. Bailey presented a proposal for plant landscaping at Amenity Two. Discussion ensued on the landscaping. Ms. Adams reminded the Board that they allocated \$55,000 for landscape enhancements this fiscal year and it ends September 30th. She noted they only spent \$12,000. In addition to that, there is another \$55,000 allocated for the upcoming fiscal year. She informed the Board that if they want to move ahead with these projects presented by Mr. Bailey, there is funding available. The Board pointed out that they have received complaints about the weeds on the fences around the lakes. It was noted that the landscapers keep roughly 6 inches off the private fences because they're liable for damage. The discussion ensued regarding the landscape and treatment around the private fences as well as the contract agreement the District has with Prince. It was decided to review this item and come back with suggestions next month on treating nearby fences. There was a question about moving money they saved from one area to another area. Ms. Adams responded that they don't really need to. She explained that the Board's hands are not tied by the adopted budget. She further explained that to the extent that funds are available, the Board

members can choose to approve landscape enhancements in excess of \$55,000. The Board decided to defer this item and gather other proposal options for the Board to consider.

ii. Consideration of Proposal for Tree Replacement at Ponds

Mr. Bailey presented a proposal for tree replacement at ponds. Discussion ensued on the tree replacement at ponds. There was a question that if the Board approved less than 50 trees for Prince and Sons, are they the same unit cost per tree. The response was to redo the proposal to match the four ponds and the other one with trimming behind the 10 homes. It was added that they would find out the legality of trimming adjacent to the conservation area. They will confer with Alan Rayl and will get some direction. The Board decided to defer this item and gather other proposal options for the Board to consider.

iii. Consideration of Proposal for Trimming on Spruce Creek Dr.

Mr. Bailey presented a proposal for trimming on Spruce Creek Drive. The Board decided to defer this item and gather other proposal options for the Board to consider.

iv. Consideration of Proposal for Benches at Ponds

Mr. Bailey presented a proposal for benches at ponds. This proposal will do four inground benches at \$3,508 to have them all installed. The placement of the benches was discussed. They will adjust the locations on the entrance left pond, they will continue to leave the one at the large lake, they will put one at the Amenity One playground, and the last bench will be on the far end pond at the end of Medulla.

On MOTION by Mr. Jones, seconded by Ms. Sides, with all in favor, the Proposal for Benches at Ponds, was approved.

v. Ratification of Irrigation Repair and Controller Relocation

Ms. Adams stated there was an urgent irrigation repair that was during a time of extended high temperatures and low rainfall. She explained that staff presented a proposal to the Chairman of the Board for the controller repair and the associated work. The total amount is \$3,895.91. The Chairman approved this, and the work has been done. They asked the Board to ratify this item to protect the actions of the Chair.

On MOTION by Mr. Runyon, seconded by Ms. Tidwell, with all in favor, the Irrigation Repair and Controller Relocation, was ratified.

D. District Manager's Report

i. Approval of Amenity Policy Clarification Regarding Access Card Issuance

Ms. Adams stated they need to update the current verbiage regarding the access card issuance to say they're issued at the time the application and documentation is received. She noted this was a minor administrative correction that was brought to their attention by a citizen and District Counsel has confirmed that they don't need to go through a public hearing to make this administrative correction as long as the Board approves of that policy clarification.

On MOTION by Mr. Jones, seconded by Ms. Sides, with all in favor, the Amenity Policy Clarification Regarding Access Card Issuance, was approved.

ii. Review of Amenity Privileges Suspension

Ms. Adams stated they had an amenity user who was issued a warning letter in April regarding members of their household accessing the pool after hours. She noted that same circumstance occurred on August 21st in accordance with the amenity policy violation procedures that have been adopted by the Board. She explained that the second infraction did result in a suspension up through today so the Board could consider extending the suspension to what would be a 30 day time period or for even a longer period if the Board deems there were egregious circumstances. She pointed out that this violation is a repeat violation with no egregious circumstance. The Board decided to extend suspension to September 21, 2025.

On MOTION by Mr. Jones, seconded by Ms. Sides, with all in favor, Amenity Privileges Suspension – Extend Suspension to September 21, 2025, was approved.

iii. Approval of the Check Register

Ms. Adams presented the check register from July 19, 2025 to August 22, 2025 totaling \$109,297.23. Immediately following is a detailed run summary.

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

iv. Balance Sheet and Income Statement

Ms. Adams stated the unaudited financials through the end of July are included in the agenda package.

EIGHTH ORDER OF BUSINESS

Supervisors Requests

Supervisor Runyon asked about the no fishing sign installation status. Ms. Adams asked if there was an estimated time of arrival on when the signs will be here. The Field Manager's response was that they should be in the warehouse.

NINTH ORDER OF BUSINESS

Adjournment

Ms. Adams adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

Parcel No.: 232917-141622-009250

This instrument prepared by
(and after recording return to):
City of Lakeland Department of Electric Utilities
501 E. Lemon Street, Mail Code: LE-ROW
Lakeland, Florida 33801
By: Kris Hayes
Water Project Number: N/A
ROW Tracking Number: 024_25

Space above this line for recorder's use only

EASEMENT

THIS EASEMENT, is made this ____ day of _____, 2025, between **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established under Chapter 190 of the Florida Statutes, Grantor, and the **CITY OF LAKE LAND, FLORIDA**, Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto the Grantee, its successors, and assigns, a non-exclusive perpetual easement and right-of-way for the purpose of ingress/egress, clearing, excavating, constructing, operating and maintaining underground public water utilities and supporting aboveground appurtenances in, upon, and through the following described land in the County of Polk, State of Florida, to-wit:

See Attached Exhibit " A "

Upon the completion of any work, Grantee, at its own cost and expense, shall promptly remove all debris, materials and equipment and restore the surface of the Easement Area and installations thereon, and the surrounding land, to substantially the same condition as the same existed prior to such work.

IT IS EXPRESSLY COVENANTED AND AGREED that this easement agreement does in no way convey the fee simple title to this property but is only an easement for the use thereof and for the purpose herein stated.

Grantor covenants with the Grantee that it is lawfully seized of said lands and that it has good right and lawful authority to grant this easement.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its proper officers thereunto duly authorized on the date first written above.

SIGNATURES ON FOLLOWING PAGE

Parcel No.: 232917-141622-009250

**Signed, sealed, and delivered
in the presence of:**

**Towne Park Community Development
District**, a local unit of special-purpose government
established under Chapter 190 of the Florida Statutes

Witness as to all Signatories

Print Name _____

Address _____

BY: _____

Print Name _____

Address 219 East Livingston Street

Orlando, FL 32801

Its: Chairperson

Witness as to all Signatories

Print Name _____

Address _____

(Name and address of two witnesses required - must be legibly printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this ____ day of _____ 2025, by _____, as
Chairperson of the Board of Supervisors for the Towne Park Community Development District, who is ☐
personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public

Print Name _____

My Commission Expires: _____

Address _____

(AFFIX NOTARY SEAL)

DESCRIPTION SKETCH
SECTION 17, TWP 29 SOUTH, RGE 23 EAST,
CITY OF LAKE LAND,
POLK COUNTY, FLORIDA

CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	350.00'	9.21'	9.21'	N 34°13'19" W	01°30'31"
C2	275.00'	2.85'	2.85'	N 34°40'44" W	00°35'41"

DESCRIPTION:

A PORTION OF TRACT A, RIVERSTONE PHASE 1, PLAT BOOK 174, PAGE 37, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "A" OF SAID RIVERSTONE PHASE 1, ALSO BEING THE NORTHWEST CORNER OF OAKVIEW ESTATES UNIT 9, AS RECORDED IN PLAT BOOK 105, PAGE 17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°24'40" EAST, ALONG THE EAST LINE OF SAID TRACT "A", ALSO BEING THE WEST LINE OF SAID OAKVIEW ESTATES UNIT 9, A DISTANCE OF 640.16 FEET TO THE NORTHWEST CORNER OF LOT 232, OF SAID OAKVIEW ESTATES UNIT 9, FOR THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°24'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°43'11" WEST, 186.62 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KEATON SPRINGS DRIVE, AS SHOWN ON SAID RIVERSTONE PHASE 1, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 01°30'31", A CHORD BEARING OF NORTH 34°13'19" WEST, AND A CHORD DISTANCE OF 9.21 FEET; THENCE ALONG THE ARC OF SAID CURVE 9.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 00°35'41", A CHORD BEARING OF NORTH 34°40'44" WEST, AND A CHORD DISTANCE OF 2.85 FEET; THENCE ALONG THE ARC OF SAID CURVE 2.85 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 232; THENCE NORTH 89°43'11" EAST ALONG SAID WESTERLY EXTENSION, 193.36 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,900 SQUARE FEET, MORE OR LESS.

NOTES:

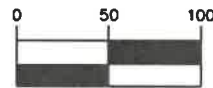
1. PARENT PARCEL NUMBERS WERE ACQUIRED FROM THE POLK COUNTY PROPERTY APPRAISER'S WEBSITE.
2. BEARINGS DEPICTED HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011. FOR A BEARING REFERENCE, THE BEARING ALONG THE EAST LINE OF TRACT A, RIVERSTONE PHASE 1, AS RECORDED IN PLAT BOOK 174, PAGE 37, PUBLIC RECORDS OF POLK COUNTY, FLORIDA IS SOUTH 00°24'40" EAST.
3. DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. DOCUMENTS DEPICTED ARE RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.O.B. = POINT OF BEGINNING
ORB = OFFICIAL RECORDS BOOK
TWP = TOWNSHIP
RGE = RANGE
PG = PAGE
(C) = CALCULATED
R/W = RIGHT OF WAY
L1, L2 = LINE NUMBER

(D) = DEED
C1, C2 = CURVE NUMBER
PB = PLAT BOOK
(F) = FIELD
(P) = PLAT
ID = IDENTIFICATION
NO. = NUMBER
COR = CORNER
N = NORTH
S = SOUTH
E = EAST
W = WEST
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

POINT OF COMMENCEMENT
NE CORNER OF TRACT "A", RIVERSTONE PHASE 1, PB 174, PG 37
ALSO BEING NW CORNER OF OAKVIEW ESTATES UNIT 9, PB 105, PG 17

GRAPHIC SCALE

(IN FEET)
1 inch = 100 feet

LINE TABLE

LINE #	DIRECTION	DISTANCE
L1	S 00°24'40" E	10.00'
L2	S 89°43'11" W	186.62'
L3	N 89°43'11" E	193.36'

LOT 231

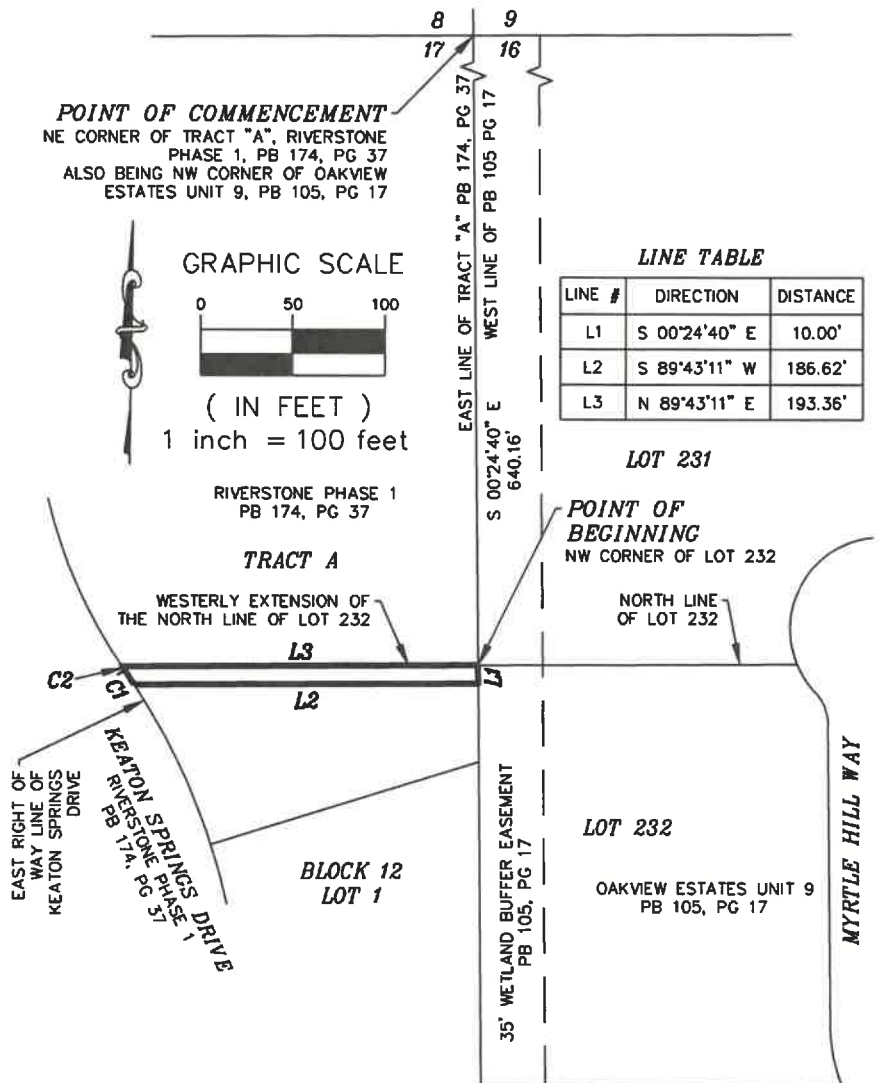
POINT OF BEGINNING
NW CORNER OF LOT 232

NORTH LINE
OF LOT 232

LOT 232

OAKVIEW ESTATES UNIT 9
PB 105, PG 17

BLOCK 12
LOT 1



THIS IS NOT A SURVEY.
PREPARED UNDER THE DIRECTION OF CITY OF LAKE LAND, PUBLIC WORKS ENGINEERING DIVISION 228 SOUTH MASSACHUSETTS AVENUE LAKE LAND, FLORIDA 33801-5086
863-834-6001

Ryan A Kuhn

Digitally signed by Ryan A Kuhn
Date: 2025.09.12 11:08:19
-04'00'

BY: RYAN KUHN, P.S.M.
FLORIDA REGISTRATION NO. 7230
THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION #2 - REVISED BEARINGS TO PLAT - 09/10/2025
REVISION #1 - REVISED BEARINGS TO PLAT - 08/26/2025

City of Lakeland Utility Easement Purchase Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between Towne Park Community Development District, a local unit of special-purpose government established under Chapter 190 of the Florida Statutes, hereinafter referred to as "Seller" and the CITY OF LAKE LAND, FLORIDA, a municipal corporation, hereinafter referred to as "Purchaser;"

WITNESSETH

For and in consideration of mutual covenants and conditions herein contained, Seller agrees to sell and Purchaser agrees to buy a utility easement within the following described property (attached as Exhibit "A" hereto) upon the following terms and conditions:

I. DESCRIPTION:

Real estate identified as Tax Parcel No. 232917-141622-009250, located in Section 17, Township 29 South, Range 23 East, Polk County, Florida, and more particularly described in Official Record Book 11509 on Pages 942-944, Polk County, Florida.

II. PURCHASE PRICE:

- (a) Amount to be paid by Purchaser to Seller at closing:
Water Utilities Easement

Easement	=	\$4,000
Seller's internal legal and engineering review	=	\$4,000
Incentive	=	<u>1,000</u>
Total Purchase Price		\$9,000

III. INSTRUMENT OF CONVEYANCE (TYPE): A perpetual underground public water utilities and supporting aboveground appurtenances easement as per the attached form.

IV. CONDITIONS AND LIMITATIONS:

Seller agrees to provide a fully executed and recordable Instrument of Conveyance to Purchaser at or prior to closing.

- a) It is mutually understood that this purchase agreement is subject to final agency acceptance.
- b) Seller agrees that the purchase price of \$9,000 represents the total compensation paid to the seller including legal, appraisal, or any other professional fees incurred by the seller.

- c) Lakeland Water's project engineer has determined that easements are required on two (2) parcels to complete this reliability project. The easements needed for this project will be acquired through voluntary negotiation and not under the threat of eminent domain. This is an "all-or-nothing" project whereas both easements are needed to accommodate our design. If Lakeland Water is unable to negotiate for the purchase of all the easements, the individual easements will not be utilized or recorded. If our negotiations are successful, and once all the easements have been executed, I will distribute the settlement checks and record the easements.

CLOSING: Closing for this agreement shall be defined as payment for Instrument of Conveyance to Seller and delivery of Instrument of Conveyance to Buyer, and fulfillment of the aforesaid terms and conditions by both parties.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:

Typewritten or handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, shall control all printed provisions in conflict herewith.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date first written above.

SELLER:

By: _____
Chairperson of the Board of Supervisors
For the Towne Park Community
Development District

**PURCHASER:
CITY OF LAKE LAND, FLORIDA**

By: _____
Kris A. Hayes,
Right-of-Way Manager,
Its Agent

FINAL AGENCY ACCEPTANCE:

By: _____
David Bayhan, Water Utilities Director
Lakeland Water Utilities

Date: _____

(SEAL)

DESCRIPTION SKETCH
SECTION 17, TWP 29 SOUTH, RGE 23 EAST,
CITY OF LAKE LAND,
POLK COUNTY, FLORIDA

CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	350.00'	9.21'	9.21'	N 34°13'19" W	01°30'31"
C2	275.00'	2.85'	2.85'	N 34°40'44" W	00°35'41"

DESCRIPTION:

A PORTION OF TRACT A, RIVERSTONE PHASE 1, PLAT BOOK 174, PAGE 37, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "A" OF SAID RIVERSTONE PHASE 1, ALSO BEING THE NORTHWEST CORNER OF OAKVIEW ESTATES UNIT 9, AS RECORDED IN PLAT BOOK 105, PAGE 17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°24'40" EAST, ALONG THE EAST LINE OF SAID TRACT "A", ALSO BEING THE WEST LINE OF SAID OAKVIEW ESTATES UNIT 9, A DISTANCE OF 640.16 FEET TO THE NORTHWEST CORNER OF LOT 232, OF SAID OAKVIEW ESTATES UNIT 9, FOR THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°24'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°43'11" WEST, 186.62 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KEATON SPRINGS DRIVE, AS SHOWN ON SAID RIVERSTONE PHASE 1, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 01°30'31", A CHORD BEARING OF NORTH 34°13'19" WEST, AND A CHORD DISTANCE OF 9.21 FEET; THENCE ALONG THE ARC OF SAID CURVE 9.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 00°35'41", A CHORD BEARING OF NORTH 34°40'44" WEST, AND A CHORD DISTANCE OF 2.85 FEET; THENCE ALONG THE ARC OF SAID CURVE 2.85 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 232; THENCE NORTH 89°43'11" EAST ALONG SAID WESTERLY EXTENSION, 193.36 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,900 SQUARE FEET, MORE OR LESS.

NOTES:

1. PARENT PARCEL NUMBERS WERE ACQUIRED FROM THE POLK COUNTY PROPERTY APPRAISER'S WEBSITE.
2. BEARINGS DEPICTED HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011. FOR A BEARING REFERENCE, THE BEARING ALONG THE EAST LINE OF TRACT A, RIVERSTONE PHASE 1, AS RECORDED IN PLAT BOOK 174, PAGE 37, PUBLIC RECORDS OF POLK COUNTY, FLORIDA IS SOUTH 00°24'40" EAST.
3. DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. DOCUMENTS DEPICTED ARE RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

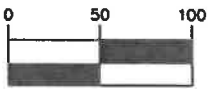
LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.O.B. = POINT OF BEGINNING
ORB = OFFICIAL RECORDS BOOK
TWP = TOWNSHIP
RGE = RANGE
PG = PAGE
(C) = CALCULATED
R/W = RIGHT OF WAY
L1, L2 = LINE NUMBER

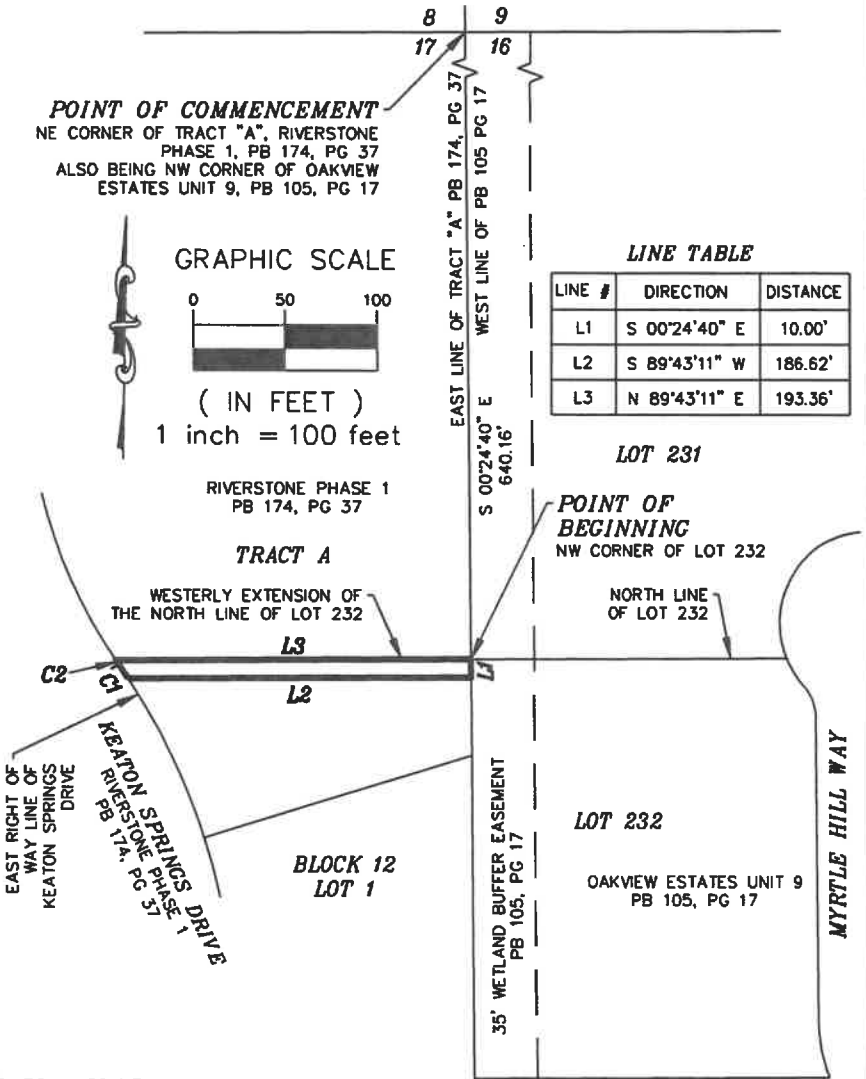
(D) = DEED
C1, C2 = CURVE NUMBER
PB = PLAT BOOK
(F) = FIELD
(P) = PLAT
ID = IDENTIFICATION
NO. = NUMBER
COR = CORNER
N = NORTH
S = SOUTH
E = EAST
W = WEST
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

POINT OF COMMENCEMENT
NE CORNER OF TRACT "A", RIVERSTONE PHASE 1, PB 174, PG 37
ALSO BEING NW CORNER OF OAKVIEW ESTATES UNIT 9, PB 105, PG 17

GRAPHIC SCALE



(IN FEET)
1 inch = 100 feet



LINE TABLE

LINE #	DIRECTION	DISTANCE
L1	S 00°24'40" E	10.00'
L2	S 89°43'11" W	186.62'
L3	N 89°43'11" E	193.36'

LOT 231

POINT OF BEGINNING
NW CORNER OF LOT 232

NORTH LINE
OF LOT 232

LOT 232

OAKVIEW ESTATES UNIT 9
PB 105, PG 17

THIS IS NOT A SURVEY.
PREPARED UNDER THE DIRECTION OF CITY OF LAKE LAND, PUBLIC WORKS ENGINEERING DIVISION 228 SOUTH MASSACHUSETTS AVENUE LAKE LAND, FLORIDA 33801-5086 863-834-6001

Ryan A Kuhn
Digitally signed by Ryan A Kuhn
Date: 2025.09.12 11:08:19
-04'00'

BY: RYAN KUHN, P.S.M.
FLORIDA REGISTRATION NO. 7230
THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION #2 - REVISED BEARINGS TO PLAT - 09/10/2025
REVISION #1 - REVISED BEARINGS TO PLAT - 08/26/2025

ADDENDUM TO CITY OF LAKELAND UTILITY EASEMENT PURCHASE AGREEMENT

THIS ADDENDUM (the “**Addendum**”) is made and entered into this ____ day of _____, 2025, by and between **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, (“**Seller**” or the “**District**”), and **THE CITY OF LAKELAND**, a municipality organized and existing in accordance with the laws of the State of Florida, whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, (“**Purchaser**” and together with the District, the “**Parties**”).

WITNESSETH:

WHEREAS, the District and the Purchaser are contemporaneously entering into that certain *City of Lakeland Utility Easement Purchase Agreement*, dated _____, 2025, as amended from time to time (“**Agreement**”), in conjunction with the execution of an easement over certain District property in favor of Purchaser (“**Easement**”); and

WHEREAS, the Parties agree to execute this Addendum to the Agreement to include additional provisions governing the terms of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Addendum.

2. DAMAGE. Upon the completion of any work, including but not limited to the installation of improvements, within the boundaries of the property described in Exhibit A to the Easement (“**Easement Area**”), or in the event that Purchaser, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area, or to adjacent property or improvements, in the exercise of the rights granted herein, in the Agreement, and in the Easement, Purchaser, at Purchaser’s sole cost and expense, agrees to promptly (in no event longer than fourteen days unless as otherwise mutually agreed to by the parties in writing) commence and diligently pursue the restoration of the property or improvements so damaged to, as nearly as practical, the original or better condition and grade, as determined in the District’s reasonable discretion, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. The District’s acceptance of the Easement Area, or any adjacent property, as modified by Purchaser shall be conditioned upon the District Engineer’s review and approval of the site and its condition.

3. INSURANCE AND INDEMNITY. Purchaser (City of Lakeland) is self-insured and can provide a Notice of Self-Insurance. Any contractors performing work for Purchaser on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly out of the exercise of the rights and privileges granted pursuant to the Agreement or Easement. Said insurance maintained by any contractors performing work for Purchaser on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Purchaser and the District as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Purchaser hereby agrees to indemnify and hold harmless the District from and against any and all liability arising out of Purchaser's negligence or willful misconduct arising out of the activities within the Easement Area.

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

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

5. AUTHORITY. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Addendum, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Addendum.

6. CONFLICTS. The Agreement remains in full force and effect, except to the extent expressly amended pursuant to this Addendum.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

[Signatures on Following Page]

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*

By: _____
Its: _____

Signed, sealed and delivered in the presence of:

THE CITY OF LAKELAND, FLORIDA
municipality organized and existing in accordance with the laws of the State of Florida

Print Name _____
Address _____

By: _____
Print name: _____
As its: _____

Print Name _____
Address _____

ATTEST:

By: _____
Kelly S. Koos
City Clerk

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered and acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2025, by _____ as _____ and Kelly S. Koos, as City Clerk, respectively, of the CITY OF LAKELAND, FLORIDA, a Florida municipal corporation, on behalf of the corporation, who are ☐ personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Public
Notary Public-State of Florida
My commission expires:

Attest:

By: _____
Palmer C. Davis, City Attorney

SECTION V

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT

September 30, 2025

TABLE OF CONTENTS

Public Notice	3
Instructions to Proposers	4
Evaluation Criteria	10
Affidavit Regarding Proposal	12
Proposal Form	14
i. General Information ...	14
ii. Personnel and Equipment	16
iii. Experience	22
iv. Pricing	30
Sworn Statement Regarding Public Entity Crimes	34
Sworn Statement Regarding Scrutinized Companies	37
Affidavit Regarding Human Trafficking	39
Form of Landscape Maintenance Services Agreement	40
Exhibit A – Scope of Services	54
Exhibit B – Proposal Pricing.....	68
Exhibit C – Other Forms	70
Form of Daily Work Journal	71
Form of Pest Management Report	72
Irrigation Repair Request	73
Exhibit D – Maintenance Map Exhibit	74

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
City of Lakeland, Polk County, Florida**

Notice is hereby given that the Towne Park Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to Clayton Smith at csmith@gmscfl.com and Allen Bailey at abailey@gmscfl.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required) no later than November 24th, 2025 at 11:00am (EST) at Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, Attention: Towne Park CDD, District Manager. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Towne Park Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, or by sending an email to tadams@gmscfl.com, (407) 841-5524.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Clayton Smith at csmith@gmscfl.com and Allen Bailey at abailey@gmscfl.com.

Towne Park Community Development District
Tricia Adams, District Manager

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services City of Lakeland, Polk County, Florida

Instructions to Proposers

1. **DUE DATE.** One (1) written sealed proposal (“**Proposals**”) with a PDF file on a flash-drive must be received by interested parties (“**Proposer**”) no later than November 24th, 2025 at 11am (EST) at the offices of Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, Attention: Towne Park CDD, District Manager. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
October 17, 2025	RFP Notice is issued.
October 17, 2025	RFP package available for download.
October 28 th , 2025 at 10:30am (EST)	Mandatory Virtual pre-proposal meeting. Meeting info will be provided with packet
November 12 th , 2025 at 2pm (EST)	Deadline for questions.
November 24 th 2025 at 11am (EST)	Proposals submittal deadline.
November 24 th at 11:01am (EST)	Bid opening.

3. **PRE-PROPOSAL MEETING.**

A. A **mandatory** pre-proposal meeting will be held at **10:30am (EST) on October 28th, 2025**

B. **Proposers are required to attend the pre-bid meeting for a detailed discussion of the proposal process.**

C. Proposers should not attempt to tour facilities without prior authorization from the District Manager and must not in any way disrupt employees or operations during the proposal process.

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE. [Reserved]**

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that Proposer shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied itself from Proposer’s own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and

affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District’s operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The “Project Manual,” and any addenda thereto, will be available from the District Manager’s office by sending an email to tadams@gmscfl.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Tricia Adams at tadams@gmscfl.com, Meredith Hammock at meredith@cddl原因ers.com and Allen Bailey at abailey@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after November 12th, 2025 at 2:00 PM (EST) will not be answered. Answers to all questions will be provided to all Proposers by email. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent

through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Towne Park Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, the Sworn Statement Regarding Scrutinized Companies, and the Sworn Statement Regarding Human Trafficking.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including

installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The Contractor shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, based on information within the proposals, from reference checks, from staff recommendations, and from any other information available, and shall make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional

terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual (i.e., by no later than **[BID PROTEST DEADLINE]** at 5:00 PM (EST)), and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, Attention: Towne Park CDD, District Manager**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorneys' fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (20 Points Possible) (____ Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD AND FOURTH ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Towne Park Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than [BID PROTEST DEADLINE] at 5:00 PM (EST))**, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, who appeared before me this _____ day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

PROPOSAL FORM
PART I – GENERAL INFORMATION

● *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously? Yes ____
No ____ If yes, please provide the following information for each project (attach additional
sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed
for each of the last three (5) years starting with the latest year and ending with the most current
year:*

2021 = _____

2022 = _____

2023 = _____

2024 = _____

2025 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

PROPOSAL FORM
PART IV PRICING

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. An box to provide the annual renewal pricing for Essential Services for Year 2 - 4 has been is on the fee summary and should be filled out to reflect any expected increases for the renewals. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Contractor:

Address:

Phone:

Fax:

Contact:

Email:

Property: Towne Park CDD

Address: 219 E Livingston ST
Orlando, FL 32801

Phone:

Contact: Clayton Smith, Allen Bailey

Email: Csmith@gmscf.com, abailey@gmscf.com

YEAR 1 Pricing Break Down	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing													
(Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>													\$0.00
TURF CARE													
(Component B) <i>Bahia/St Augustine/Zoysia</i>													\$0.00
TREE/SHRUB CARE Includes OTC if Applicable													
(Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>													\$0.00
IRRIGATION MAINT.													
(Component D) <i>Irrigation Inspections</i>													\$0.00
ANNUAL CHANGES - <i>Provide per annual price</i>													
(Component E.1) <i>Per Annual Pricing:</i>	250			250			250			250			\$0.00
BED DRESSING - Estimate mulch yds - <i>TBD</i>													
(Component E.2) <i>[Mulch Type] Per Yard Pricing:</i>					300						200		\$0.00
PALM TRIMMING <i>1x Per Year</i>													
(Component E.3) <i>Per Palm Price:</i> <i>Palm counts:</i>					TBD								\$0.00
TOTAL FEE PER MONTH:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Fee Schedule with Extra Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fee Schedule Essential Services Only	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Essential Services	\$0.00												
Mowing/Detailing/Irrigation/Fert and Pest													
Extra Services	\$0.00												
Annual Changes, Palm Pruning, Mulch													
TOTAL	\$0.00												
Additional Year Pricing													
YEAR 2 - Essential Services ONLY Annual Pricing -													
YEAR 3 - Essential Services ONLY Annual Pricing													
YEAR 4 - Essential Services ONLY Annual Pricing -													
YEAR 5 - Essential Services ONLY Annual Pricing -													

PRICING - FOR Components A, B, C, D - This is what contract will be written for, the Essential Services.

First Year Essential Services \$ _____/Yr

First Year Extra Services Component E 1, 2, 3 \$ _____/Yr

FIRST ANNUAL RENEWAL – Essential services - \$ _____/Yr*

SECOND ANNUAL RENEWAL – Essential services - \$ _____/Yr*

THIRD ANNUAL RENEWAL – Essential services - \$ _____/Yr*

FOURTH ANNUAL RENEWAL - Essential Services - \$ _____/Yr*

Five Year Average for Essential Services - \$ _____/Yr*

***Unless prices are to remain the same throughout the initial contract term and each of the FOUR possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

_____	\$ _____ per hour
_____	\$ _____ per hour
_____	\$ _____ per hour

B. Debris removal equipment unit costs:

_____	\$ _____ per hour
_____	\$ _____ per hour
_____	\$ _____ per hour

C. Other emergency/disaster related unit costs:

_____	\$ _____ per hour
_____	\$ _____ per hour
_____	\$ _____ per hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, who appeared before me this _____ day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Towne Park Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[Signatures of Following Page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, who appeared before me this _____ day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
LIST**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Towne Park Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In The Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In The Iran Terrorism Sectors List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In The Iran Terrorism Sectors List.

[Signatures of Following Page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, who appeared before me this _____ day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of [Contractor], a Florida [limited liability company/corporation] (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Date: _____, 2025
FURTHER AFFIANT SAYETH NAUGHT.

[Contractor]

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of [Contractor], who is ☐ personally known to me or ☐ who produced _____ as identification this _____ day of _____, 2025.

(Notary Seal)

Notary Public

AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025, by and between:

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Lakeland, Polk County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”); and

[CONTRACTOR], a Florida [corporation/limited liability company], whose address is [Address] (“**Contractor**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a project manual and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. SCOPE OF SERVICES.

- a. The Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **Exhibit D** (“**Work**”).
- b. The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **Exhibit D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area

to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **Exhibit B**.

- c. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work.
- d. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.
- e. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

3. MANNER OF CONTRACTOR'S PERFORMANCE.

- a. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **Exhibit C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- b. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).
- c. Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.
- d. Contractor shall maintain at all times strict discipline among its employees and shall not employ for performance of Work contemplated under this Agreement any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a

uniform to be designed by the Contractor and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No solicitation of any kind is permitted on District property.

4. INSPECTIONS.

- a. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates its **District Manager and Field Manager**, or their designees, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). In the event the District Manager and Field Manager provide differing direction, Contractor shall not take direction from either District Representative and immediately contact the Chairperson of the Board of Supervisors and District Counsel to resolve the conflict. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.
- b. The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month.
- c. The Contractor agrees to meet with a District Representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items ("**Field Inspection Report**") that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense shall constitute cause for termination of this Agreement at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a one (1)-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.

- d. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **[RESERVED].**

7. **COMPENSATION; TERM.**

- a. This Agreement shall be effective as of _____ ("**Effective Date**"). The initial term of this Agreement shall begin on the Effective Date and continue through September 30, 2026 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for two (2) annual renewals with the same terms set forth herein, in the District's sole discretion. Notwithstanding anything to the contrary herein, the District's obligation to pay under this Agreement are contingent upon an annual appropriation by the District's Board of Supervisors and the levy of a valid operations and maintenance special assessment. In the event that such annual appropriation is not made, this Agreement shall be terminated with no further obligations of the Contractor.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$ _____) per year, in monthly amounts of _____ (\$ _____). Such compensation covers only the items specified as Essential Services in the Contractor's Proposal Form – Part IV – Pricing ("**Contract Amount**"). Additionally, for the services specified as Extra Services in the Contractor's Proposal Form – Part IV – Pricing, attached hereto as EXHIBIT B, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **Exhibit B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work

and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall be for services actually rendered in the preceding month and shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with

- subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Contractors Pollution Liability with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- b. The District and its respective staff, supervisors, officers, agents, and consultants shall be named as additional insureds on all above listed policies except Workers' Compensation and Employer's Liability Coverage. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- c. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- d. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- e. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- f. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- g. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due Contractor.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. **WARRANTY AND COVENANT.**

- a. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District’s satisfaction and in the District’s discretion. Neither final acceptance of the Work, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Work.
- b. Contractor hereby covenants to the District that it shall perform the Work:

- i. using its best skill and judgment and in accordance with generally accepted professional standards; and
 - ii. in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform.
- c. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. TAX-EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms (“**Requisitions**”) for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The

Contractor's possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. SUCCESSORS; ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

19. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District; provided, however,

that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. E-VERIFY REQUIREMENTS. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

23. AGREEMENT; AMENDMENTS. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this document and the exhibits attached hereto, this Agreement shall control. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

24. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

25. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have

complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

26. NOTICES. Any notice, demand, request or communication required or permitted hereunder (“Notice”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Towne Park CDD
 c/o Governmental Management Services – CF, LLC
 219 E. Livingston Street
 Orlando, Florida 32801
 Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
 517 East College Avenue
 Tallahassee, Florida 32301
 Attn: Towne Park CDD, District Counsel

B. **If to Contractor:** [Contractor]

 Attn: _____

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

27. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

28. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Tricia Adams** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or

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

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

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

30. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

31. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

33. PUBLIC ENTITY CRIMES. Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

34. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

35. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

[CONTRACTOR],
a _____

By: _____
Its: _____

Exhibit A: Scope of Services
Exhibit B: Proposal Pricing (Part IV of Proposal Form)
Exhibit C: Other Forms
Exhibit D: Maintenance Map

EXHIBIT A
Scope of Services

Attention Bidder,

Please follow the instructions listed below for additional info on the landscape maintenance services bid for Towne Park CDD including the Fee summary sheet, the scope of services and the landscape map. Thank you.

Instructions and additional information:

1. Please provide a filled-out fee summary schedule (Separate Excel spreadsheet). The Components in the scope align with the components in the fee summary. Please note the added Supplemental Service.
2. Please refer to the provided coverage area map, and the scope for this bid.
3. The scope of services has the base level of service expected to maintain the property. Please note any additional or recommended services that go beyond the provided scope of services if you so choose.
4. Please refer to the specs in the scope for turf management, irrigation maintenance and other aspects of landscape maintenance for the property. It is broken down into two main sections which are Essential Services and Extra Services. The contract can be written to include both or only Essential Services but for the bid you must provide pricing for all services.
5. Please take extra care when reviewing the Irrigation maintenance specifications. Irrigation maintenance inspections being done per the scope is very important and should be priced accordingly.
6. It is expected you will use the scope, map, and existing site conditions to create your bid. This includes palm counts, irrigation zone and controller counts. The bid packet contains all the information we have to provide for this bid. If additional information is needed about plant counts, or other items regarding current site conditions, it will require bidders taking time onsite to inspect and obtain that information themselves to the best of their ability.

Clarification

1. This community requires additional St Augustine fertilization applications. The current program includes 8 fertilizations and turf weed control. Please provide your fertilization plan for the St Augustine.

Towne Park CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

General Services- Component “A”

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

Irrigated common area turf of all turf types (St Augustine, Zoysia, Bermuda, Irrigated Bahia) shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated bahia and pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Bermuda turf shall be cut at a height of no more than 2.5”. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger **discharging clippings away from the water**. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum. Additional pond edge string trimming can be requested as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

For the protection of private property, landscapers will not perform string trimming in a manner that results in direct contact with private fences. A buffer zone of approximately 4 to 6 inches will be maintained along all private fencing. The maintenance of any grass or vegetation within this buffer area will be the responsibility of the respective property owner.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to not disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. **Based on three sections, the contractor will completely detail the entire property once every three weeks at least.** The exception will be the entrances, clubhouse

areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 52 times per year to accomplish the full amount of detail rotations. The size and duration the detail crew is onsite should depend on the extent needed to accomplish the rotation.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

*Pruning of trees up to a height of 12 feet and palms up to 15' is included in the scope of the work. If pruning is required above the height of 12 feet for non palms, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. Palm pruning of palms over 15' is defined in **Component E.3**.*

The branching height of trees shall be raised only for the following reasons:

- 1. Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas.**
- 2. Maintain clearance from shrubs in bed areas.**
- 3. Improve visibility in parking lots and around entries. Extra care should be taken when considering sight lines on the road and the vendor should report any identified visibility concerns to CDD management.**
- 4. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to the branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.**
- 5. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.**

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

For the protection of private property, landscapers will not perform chemical edging in a manner that results in direct contact with private fences or along private fences. A buffer zone of approximately 4 to 6 inches will be maintained along all private fencing. The maintenance of any grass or vegetation within this buffer area will be the responsibility of the respective property owner.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with a supplemental proposal.

As needed, the contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. The contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management, the contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meetings as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program - Fertilization and Pest Control

Chemical Application Maintenance Information

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

The irrigation system will be fully operational prior to any fertilizer application.

Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, and other relevant factors based on turf types. Soil samples should include all Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

St Augustine

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
- October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: ST AUGUSTINE

Contractor will submit a schedule of materials to be used under this program along with application rates. The annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

Bahia – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

THIS COMMUNITY REQUIRES ADDITIONAL FERTILIZATION ON ST AUGUSTINE Currently the program includes 8 fertilizations. Please provide specifics on your St Augustine program. Below is listed the bare minimum.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: BAHIA

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

General

Insect/Disease Control - ALL TURF

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing settings of irrigation timers and should always have the irrigation times adjusted and set appropriately based on turf type and season.

Supplemental insecticide applications will be provided by the contractor when the contractor identifies a need for supplemental programs in order to control pests.

Contractor will provide recommendations for TopChoice applications when needed. They will also keep ant bait treatment on mowers or detail vehicles for spot treatment. Ants should be treated near any

walking or amenity areas or common use areas such as parks.

Weed Control - ALL TURF

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, wild Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty - ALL TURF

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. The contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

Component “C” – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall

height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud Drench and or OTC Injections for potential disease and infestation. Only those treatments relevant to the variety of palm should be included.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by the contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controllers to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone.
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in the overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow the contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be

repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect the irrigation system weekly while performing routine maintenance.

Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractors should and are expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with a clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.

Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days.

Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty.

Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out at least once per year. However in many cases the mulch application will be divided into one heavy application in Spring and one lighter application in the fall. The most desirable months are May and Early November. Mulch will be priced “per yard”. Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1” to 2” deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2” thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 15’ will be trimmed at least once per year in May. All vegetation will be removed from their trunk. Any palm nuts and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary. Full debooting is a separate billable job but removing those loose and hanging should be included.

All palms less than 15’ will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

All palms in excess 15’ will be trimmed at least once per year in the month of May. Any additional trimmings can be added at the discretion of the board or management and will be done at the same cost and rate as the proposed May trimming. Therefore, the fee summary must include the cost per palm for trimming.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o’clock profile or nine and three o’clock at the discretion of management. “Hurricane” cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving “stubs”.

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

EXHIBIT B
Proposal Pricing

Contractor:

Address:

Phone:

Fax:

Contact:

Email:

Property: Towne Park CDD

Address: 219 E Livingston ST
Orlando, FL 32801

Phone:

Contact: Clayton Smith, Allen Bailey

Email: Csmith@gmscf.com, abailey@gmscf.com

YEAR 1 Pricing Break Down	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>													\$0.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>													\$0.00
TREE/SHRUB CARE Includes OTC if Applicable (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>													\$0.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>													\$0.00
ANNUAL CHANGES - <i>Provide per annual price</i> (Component E.1) <i>Per Annual Pricing:</i>	250			250			250			250			\$0.00
BED DRESSING - Estimate mulch yds - <i>TBD</i> (Component E.2) <i>[Mulch Type] Per Yard Pricing:</i>					300						200		\$0.00
PALM TRIMMING 1x Per Year (Component E.3) <i>Per Palm Price:</i> <i>Palm counts:</i>					TBD								\$0.00
TOTAL FEE PER MONTH:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Fee Schedule with Extra Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fee Schedule Essential Services Only	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$0.00												
Extra Services Annual Changes, Palm Pruning, Mulch	\$0.00												
TOTAL	\$0.00												

Additional Year Pricing

YEAR 2 - Essential Services ONLY Annual Pricing -

YEAR 3 - Essential Services ONLY Annual Pricing

YEAR 4 - Essential Services ONLY Annual Pricing -

YEAR 5 - Essential Services ONLY Annual Pricing -

EXHIBIT C
Other Forms

[See following pages]

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE
REQUEST)**

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

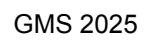
IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

EXHIBIT D
Maintenance Map







SECTION VII

SECTION C

Towne Park CDD

Field Management Report



October 7th 2025

Allen Bailey – Field Services Manager
GMS

Completed

Fishing Signs



- ✚ The requested fishing signs have been added to the lake.
- ✚ This helps with keeping non residents from using the lake.

Asphalt Trail



- ✚ The asphalt trail has been cut and sprayed to push back overgrowth.

Completed

Amenity Tow Restroom



✚ The faucet batteries were changed, along with a new flush valve being installed for the handicap stall.

Dog Park



✚ The fence along the separate parks has been adjusted to make sure dogs do not cross over.

Review

Litoral Shelf Along the lake



✚ The Litoral Shelf is still showing healthy growth. We see some pullback as we move into cooler months.

Ponds



✚ The ponds are doing well throughout the district

Review

Amenity Landscape



✚ The landscape around the amenities is doing well overall. Some Cedars behind the amenity were found to have mites, and these plants will need to be replaced and treated to prevent further loss.



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



Proposal

Date: 9/22/2025

WO #18514

PO #

Customer:

Clayton Smith
Governmental Management Services
6200 Lee Vista Boulevard
Suite 300
Orlando, FL 32822

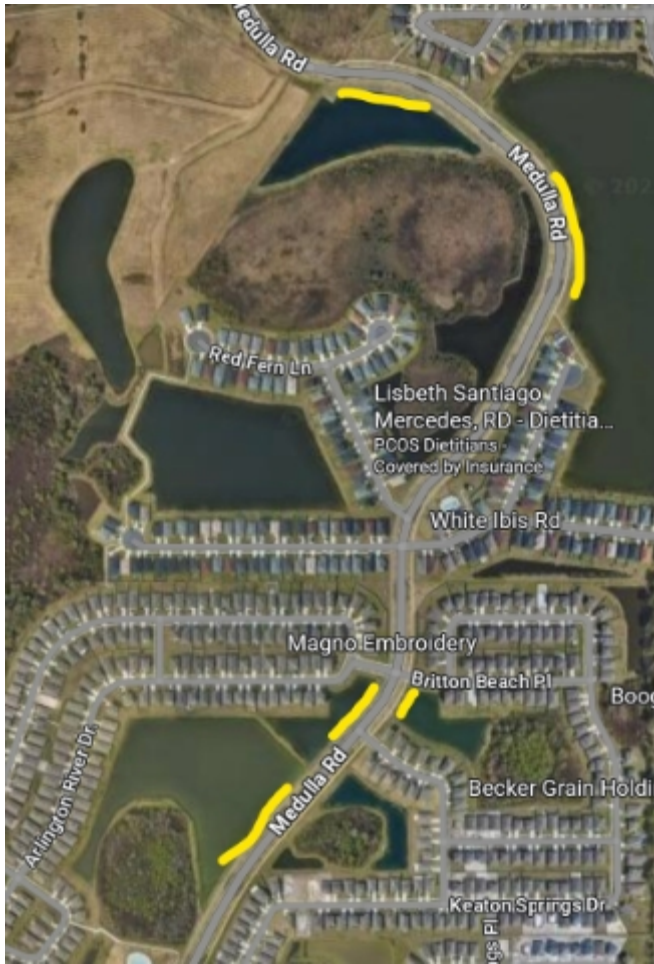
Property:

Towne Park CDD
White Egret Lane
Lakeland, FL 33811

Bald Cypress Installation

Floralawn Proposes to Perform the Following:

Install 15g Bald Cypress trees in various locations shown in the map below.



Installation

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit	Unit Price	Price
Bald Cypress - Installation	30.00	15 gal	\$250.00	\$7,500.00
Mini Pine Bark Nugget 3 cu. ft. Bag	30.00	Bag	\$8.50	\$255.00

Bed Prep and Plant Removal and Plant Installation: \$7,755.00

PROJECT TOTAL: \$7,755.00

Optional Services

Initial next to the Optional Services you would like to accept.

_____ **Irrigation Repair and Modification** **\$0.00**

Irrigation work could total +/-20% of total cost of project.

Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$7,755.00), with payments to be made as follows: (Amounts under \$500.00 will need to be paid in full) 50% deposit to begin job with the balance due upon completion.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. Start of the work described in proposal will commence within 4 weeks upon signature of proposal.

By _____
Joshua Curtin
Date 9/22/2025
Floralawn

By _____
Date _____
Towne Park CDD



Proposal

Date: 9/30/2025

Work Order #18631

PO #

Customer:

Clayton Smith
Governmental Management Services
6200 Lee Vista Boulevard
Suite 300
Orlando, FL 32822

Property:

Towne Park CDD
White Egret Lane
Lakeland, FL 33811

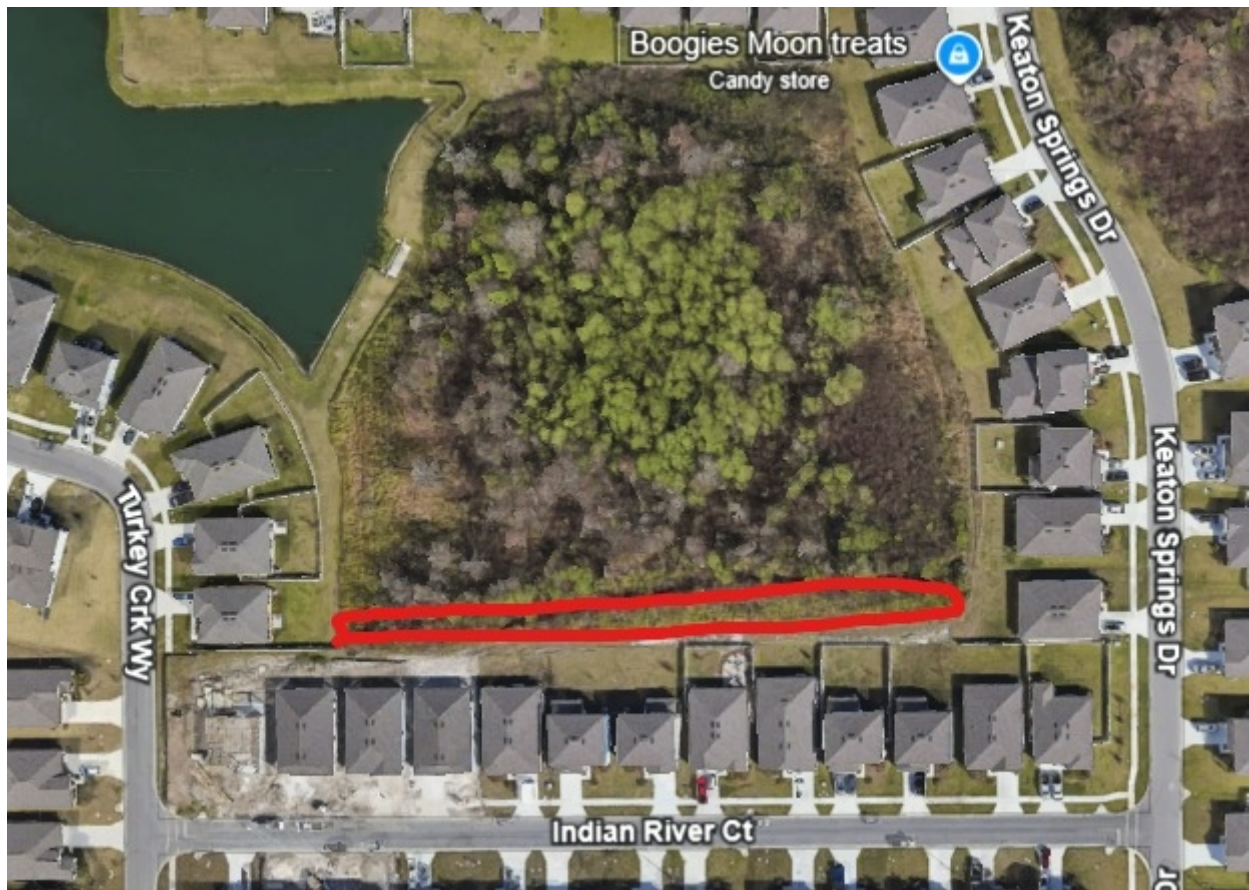
Fence Line Clean Up

Floralawn Proposes to Perform the Following:

Fence line clean up: (See map below)

Due to the limited access to the area, this proposal is for labor and materials to cut down / flush-cut the overgrowth along the fence line (15' off of the fence).

No debris will be removed; it will remain behind the fence along the wetland.



Clean Up

Tree Work

Items	Quantity	Unit
Material	1.00	ea
PROJECT TOTAL:		\$6,700.00

Optional Services

Initial next to the Optional Services you would like to accept.

_____ Irrigation Repair and Modification	\$0.00
Irrigation work could total +/-20% of total cost of project.	

Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$6,700.00), with payments to be made as follows: (Amounts under \$500.00 will need to be paid in full) 50% deposit to begin job with the balance due upon completion.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. Start of the work described in proposal will commence within 4 weeks upon signature of proposal.

By _____
Joshua Curtin
Date 9/30/2025
Floralawn

By _____
Date _____
Towne Park CDD



Proposal

Date: 9/22/2025

WO #18510

PO #

Customer:

Clayton Smith
Governmental Management Services
6200 Lee Vista Boulevard
Suite 300
Orlando, FL 32822

Property:

Towne Park CDD
White Egret Lane
Lakeland, FL 33811

Landscape

Floralawn Proposes to Perform the Following:

Landscape Beds at the Pool House (Two beds in front of the entrance):

Remove the remaining Flax Lily

Install a row of Arboricola along the wall

Stagger Dwarf Red Ixora in front of the Arboricola

Blue My Mind will line the front edge of the bed

Tree Rings on the Pool Deck:

Remove mulch and plant material.

Dig down the grade of the beds to allow for rock

Install weed barrier

Install Brookstone rock

Glue rock (This will help keep the rock in place; it may require future applications depending on foot traffic)

Hedge around the Pool Pump:

Remove declining Podocarpus

Install 7g Podocarpus around the Pool Pump

Cedar Removal and Replacement:

Remove declining Southern Red Cedars behind the pool area

Install New 30g Southern Red Cedars

*We found mites on the Cedars. I would recommend treating all of the Cedars for mites

Mail Box Beds:

Remove Flax Lily

Install Dwarf Red Ixora (these will be laid out as individual plants, not a hedge)

Install Apostile iris on the right corner by the sidewalk to mirror the opposite end

Firebush Removal and Installation:

Remove the remaining Firebush between the Cedars along the sidewalk.

Install new Firebush (7 in each pocket between the Cedars and 9 on the ends)

*There is no Irrigation included in this proposal

*Floralawn does not warranty plant material we do not control the irrigation for.

Landscape at Pool House (Front Beds)

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit	Unit Price	Price
Landscape Removal	2.00	Hr	\$55.15	\$110.30
Arboricola - Installation 3 gal	16.00	3 Gal	\$19.53	\$312.48
Dwarf Red Ixora - Installation	20.00	3 Gal	\$19.53	\$390.60
Blue My Mind - Installation	30.00	1 gal	\$8.63	\$258.90

Bed Prep and Plant Removal and Plant Installation: \$1,072.28

Tree rings on pool deck

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit	Unit Price	Price
Brookstone 1-1/2" - Installed	2.00	cuyd	\$745.15	\$1,490.29
Weed Barrier Non-Woven w/ installation	200.00	sqft	\$1.39	\$278.00
Rock Glue	1.00	ea	\$150.00	\$150.00
Landscape Removal	5.00	Hr	\$55.15	\$275.75

Bed Prep and Plant Removal and Plant Installation: \$2,194.04

Hedge around pump

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit	Unit Price	Price
Maki Podocarpus - Installation	25.00	7 gal.	\$62.66	\$1,566.50
Landscape Removal	2.00	Hr	\$55.15	\$110.30

Bed Prep and Plant Removal and Plant Installation: \$1,676.80

Cedar Removal and Replacement

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit	Unit Price	Price
Southern Red Cedar - Installation	4.00	30 Gal	\$411.69	\$1,646.76
Landscape Removal	5.00	Hr	\$55.15	\$275.75

Bed Prep and Plant Removal and Plant Installation: \$1,922.51

Mail Box Beds

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit	Unit Price	Price
Dwarf Red Ixora - Installation	10.00	3 Gal	\$19.53	\$195.30
Apostle Iris - Installation	5.00	3 Gal	\$24.37	\$121.85

Bed Prep and Plant Removal and Plant Installation: \$317.15

Firebush Removal and Replacement

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit	Unit Price	Price
Dwarf Firebush - Installation	81.00	3 Gal	\$19.53	\$1,581.93
Landscape Removal	2.00	Hr	\$55.15	\$110.30

Bed Prep and Plant Removal and Plant Installation: \$1,692.23

Disposal

Bed Prep and Plant Removal

Items	Quantity	Unit	Unit Price	Price
Debris Disposal	0.50	ea	\$500.00	\$250.00

Bed Prep and Plant Removal: \$250.00

PROJECT TOTAL: \$9,125.01

Terms & Conditions

Special Instructions/Remarks: Florawlawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Florawlawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$9,125.01), with payments to be made as follows: (Amounts under \$500.00 will need to be paid in full) 50% deposit to begin job with the balance due upon completion.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. Start of the work described in proposal will commence within 4 weeks upon signature of proposal.

By _____

Joshua Curtin

Date 9/22/2025

Florawlawn

By _____

Date _____

Towne Park CDD

SECTION 2



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

Date: August 8, 2025

SUBMITTED TO:

Allen Baily
6200 Lee Vista Blvd
Suit 300
Orlando fl. 332822
Phone: 1-407-560-4424
Email: abaily@gmscfi.com

Job Name / Location:

Town Park CDD
3883 White Egret Lane
Lakeland Fl. 33811

Cut back conservation area back homes Indian River Ct.

	Qty	Unit	Unit Cost	TOTAL
Trim back behind 10 homes	1	EA	\$4,000.00	\$4,000.00
			Total:	\$4,000.00

All Debris will be pulled back into conservation area. Due to Access for Removal.

The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc. required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc.

Submitted by: Harold Simmons

Submitted Date: August 8, 2025

Accepted by: _____

Date Accepted: _____



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

Date: August 8, 2025

SUBMITTED TO:

Allen Baily
6200 Lee Vista Blvd
Suit 300
Orlando fl. 332822
Phone: 1-407-560-4424
Email: abailley@gmscfl.com

Job Name / Location:

Town Park CDD
3883 White Egret Lane
Lakeland Fl. 33811

Landscape pool 2

	Qty	Unit	Unit Cost	TOTAL
Remove Dead and or Declining Cedars Blowed down past Hurricane	4	EA	\$250.00	\$1,000.00
Ixora(Front Entrance to Pool)	30	3 Gal.	\$20.00	\$600.00
Arbicolos(Front Entrance to Pool)	20	3 Gal.	\$20.00	\$400.00
Vibunrum odo(Pool pump Screening)	40	3 Gal.	\$20.00	\$800.00
Fire Bush(north side along sidewalk)	60	3 Gal.	\$20.00	\$1,200.00
Southern Red Cedars	4	30 Gal.	\$475.00	\$1,900.00
Ixora(Front mailbox along entrance)	30	3 Gal.	\$20.00	\$600.00
Drip Irrigation	600	Ft	\$1.25	\$750.00
			Total:	\$7,250.00

Mulch not included in this proposal will be mulch with Contractual Mulch

The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc. required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc.

Submitted by: Harold Simmons

Submitted Date: August 8, 2025

Accepted by: _____

Date Accepted: _____

SECTION D

SECTION 1

Towne Park Community Development District

Summary of Check Register

August 23, 2025 to September 24, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	8/26/25	1113-1116	\$ 6,069.37
	9/4/25	1117-1119	\$ 4,042.57
	9/8/25	1120	\$ 2,515.51
	9/16/25	121-1124	\$ 18,769.23
	9/23/25	1125-1129	\$ 59,362.33
		<u>General Fund Total</u>	<u>\$ 90,759.01</u>
<u>Supervisors - September 2025</u>			
	Gregory M. Jones	50027-50034	\$ 1,477.60
	Roger D Runyon	50035	\$ 184.70
	Zabrina L Sides	50036	\$ 184.70
	Thomas D Zimmerman	50037	\$ 184.70
	Jennifer Tidwell	50038	\$ 184.70
		<u>Supervisor Total</u>	<u>\$ 2,216.40</u>
Total Amount			\$ 92,975.41

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
8/26/25	00095	4/30/25 42158	202504 330-53800-48200	ANT TREATMENT	*	65.00	
		6/09/25 42899	202506 330-53800-48200	PEST CONTROL JUNE 25	*	120.00	
		8/11/25 44243	202508 330-53800-48200	PEST CONTROL AUG 25	*	120.00	
		8/11/25 44245	202508 330-53800-48200	PEST CONTROL AUG 25	*	120.00	
				ALL AMERICAN LAWN & TREE SPECIALIST			425.00 001113
8/26/25	00077	8/02/25 82020	202508 330-53800-47000	CLEAN UP EVENT 8/2/25	*	150.00	
		8/09/25 82037	202508 330-53800-47000	CLEAN UP 8/9/25 8/10/25	*	300.00	
				E&A CLEANING CO			450.00 001114
8/26/25	00082	8/18/25 19662	202508 320-53800-47300	INSTALL WALL MOUNT CONTRO	*	3,895.91	
		8/18/25 19663	202508 320-53800-47300	REPLACE SPRAY HEAD/NOZZLE	*	1,048.46	
				PRINCE & SONS INC.			4,944.37 001115
8/26/25	00118	8/26/25 08262025	202508 300-36900-10000	DEPOSIT REFUND	*	250.00	
				THOMAS DEMARK			250.00 001116
9/04/25	00077	8/20/25 82065	202509 330-53800-47000	CLEANING SEPT 25	*	1,230.00	
				E&A CLEANING CO			1,230.00 001117
9/04/25	00115	7/31/25 40	202507 320-53800-47500	REHUNG BATHROOM DIVIDER	*	50.00	
		7/31/25 41	202507 330-53800-47500	POP OFF DRAIN REPAIR	*	768.50	
		7/31/25 42	202507 330-53800-47500	PAVERS/TILE REPAIR	*	400.00	
		7/31/25 43	202507 330-53800-47500	REPLACE FAUCET BATTERIES	*	446.92	
		7/31/25 44	202507 330-53800-47500	RESTROOM DIVIDER REPAIRED	*	672.62	
		7/31/25 45	202507 330-53800-47500	MOLD REMOVED FROM FENCE	*	196.02	
				GOVERNMENTAL MANAGEMENT SVC TAMPA			2,534.06 001118
9/04/25	00064	9/04/25 09042025	202509 300-15500-10000	EQUIPMENT LEASE OCT 25	*	278.51	
				WHFS LLC			278.51 001119
				TWPK TOWNE PARK CDD CWRIGHT			

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
9/08/25	00076	9/01/25	RES 21-1 ENGINEER SVCS	202508	310-51300	31100			RAYL ENGINEERING & SURVEYING LLC	*	2,515.51	2,515.51	001120
9/16/25	00095	4/30/25	42157 PEST CONTROL	202504	330-53800	48200				*	65.00		
		6/09/25	42897 PEST CONTROL	202506	330-53800	48200			ALL AMERICAN LAWN & TREE SPECIALIST	*	120.00	185.00	001121
9/16/25	00107	8/28/25	20198 POND MAINTENANCE	202508	320-53800	46400			AQUATIC WEED MANAGEMENT, INC.	*	5,500.00	5,500.00	001122
9/16/25	00040	9/01/25	212 FIELD MANAGEMENT	202509	320-53800	12000				*	1,837.50		
		9/01/25	213 MANAGEMENT FEES	202509	310-51300	34000				*	4,035.75		
		9/01/25	213 WEBSITE ADMIN	202509	310-51300	35200				*	105.00		
		9/01/25	213 INFORMATION TECH	202509	310-51300	35100				*	157.50		
		9/01/25	213 DISSEMINATION SVC	202509	310-51300	31300				*	875.00		
		9/01/25	213 AMENITY ACCESS	202509	330-57200	11000				*	787.50		
		9/01/25	213 OFFICE SUPPLIES	202509	310-51300	51000				*	1.65		
		9/01/25	213 POSTAGE	202509	310-51300	42000				*	40.70		
		9/01/25	213 COPIES	202509	310-51300	42500			GOVERNMENTAL MANAGEMENT SERVICES-CF	*	59.70	7,900.30	001123
9/16/25	00068	9/12/25	13170 GENERAL COUNSEL	202508	310-51300	31500			KILINSKI VAN WYK PLLC	*	5,183.93	5,183.93	001124
9/23/25	00095	9/03/25	44766 PEST CONTROL	202509	330-53800	48200				*	120.00		
		9/03/25	44767 PEST CONTROL	202509	330-53800	48200			ALL AMERICAN LAWN & TREE SPECIALIST	*	120.00	240.00	001125
9/23/25	00010	9/19/25	29733 FY26 ANNUAL INSURANCE	202509	300-15500	10000			EGIS INSURANCE ADVISORS LLC	*	34,838.00	34,838.00	001126
									TWPK TOWNE PARK CDD CWRIGHT				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/23/25	00068	9/14/25 13217	202508 310-51300-31500	WORKERS COMP CLAIM	*	564.00	
				KILINSKI VAN WYK PLLC			564.00 001127
9/23/25	00082	9/01/25 19921	202509 320-53800-46200	LANDSCAPE MAINT SEPT 25	*	19,053.33	
		9/10/25 19990	202509 320-53800-47300	REPLACE SPRAY HEADS	*	1,042.00	
				PRINCE & SONS INC.			20,095.33 001128
9/23/25	00071	9/01/25 28732	202509 330-53800-48000	POOL MAINT SEPT 25	*	3,625.00	
				RESORT POOL SERVICES DBA			3,625.00 001129
TOTAL FOR BANK A						90,759.01	
TOTAL FOR REGISTER						90,759.01	

TWPK TOWNE PARK CDD CWRIGHT

SECTION 2

Towne Park
Community Development District

Unaudited Financial Reporting
August 31, 2025



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Series 2016 - 2A Debt Service Fund</u>
5	<u>Series 2018 - 2B Debt Service Fund</u>
6	<u>Series 2018 - 3A Debt Service Fund</u>
7	<u>Series 2019 - 3B Debt Service Fund</u>
8	<u>Series 2019 - 3C Debt Service Fund</u>
9	<u>Series 2020 - 3D Debt Service Fund</u>
10	<u>Capital Projects Fund - Series 2020 3D</u>
11	<u>Capital Reserve Fund</u>
12-13	<u>Month to Month</u>
14	<u>Assessment Receipt Schedule</u>

Towne Park
Community Development District
Combined Balance Sheet
August 31, 2025

	General Fund	Debt Service Fund	Capital Projects Fund	Capital Reserve Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 123,153	\$ -	\$ -	\$ -	\$ 123,153
Capital Reserve Account	\$ -	\$ -	\$ -	\$ 209,397	\$ 209,397
State Board Administration	\$ 470,289	\$ -	\$ -	\$ -	\$ 470,289
Investments:					
Series 2016 - 2A					
Reserve	\$ -	\$ 110,475	\$ -	\$ -	\$ 110,475
Revenue	\$ -	\$ 117,550	\$ -	\$ -	\$ 117,550
Prepayment	\$ -	\$ 658	\$ -	\$ -	\$ 658
Series 2018 - 2B					
Reserve	\$ -	\$ 60,400	\$ -	\$ -	\$ 60,400
Revenue	\$ -	\$ 124,805	\$ -	\$ -	\$ 124,805
Prepayment	\$ -	\$ 153	\$ -	\$ -	\$ 153
Series 2018 - 3A					
Reserve	\$ -	\$ 256,541	\$ -	\$ -	\$ 256,541
Revenue	\$ -	\$ 352,861	\$ -	\$ -	\$ 352,861
Prepayment	\$ -	\$ 153	\$ -	\$ -	\$ 153
Series 2019 - 3B					
Reserve	\$ -	\$ 167,922	\$ -	\$ -	\$ 167,922
Revenue	\$ -	\$ 202,733	\$ -	\$ -	\$ 202,733
Series 2019 - 3C					
Reserve	\$ -	\$ 112,688	\$ -	\$ -	\$ 112,688
Revenue	\$ -	\$ 113,388	\$ -	\$ -	\$ 113,388
Prepayment	\$ -	\$ 142	\$ -	\$ -	\$ 142
Series 2020 - 3D					
Reserve	\$ -	\$ 200,003	\$ -	\$ -	\$ 200,003
Revenue	\$ -	\$ 165,058	\$ -	\$ -	\$ 165,058
Construction	\$ -	\$ -	\$ 10,226	\$ -	\$ 10,226
Deposits	\$ 4,500	\$ -	\$ -	\$ -	\$ 4,500
Prepaid Expenses	\$ 11,386	\$ -	\$ -	\$ -	\$ 11,386
Total Assets	\$ 609,329	\$ 1,985,528	\$ 10,226	\$ 209,397	\$ 2,814,479
Liabilities:					
Accounts Payable	\$ 16,483	\$ -	\$ -	\$ -	\$ 16,483
Total Liabilities	\$ 16,483	\$ -	\$ -	\$ -	\$ 16,483
Fund Balance:					
Nonspendable:					
Deposits	\$ 4,500	\$ -	\$ -	\$ -	\$ 4,500
Prepaid Items	\$ 11,386	\$ -	\$ -	\$ -	\$ 11,386
Restricted for:					
Debt Service - Series 2016 - 2A	\$ -	\$ 228,683	\$ -	\$ -	\$ 228,683
Debt Service - Series 2018 - 2B	\$ -	\$ 185,358	\$ -	\$ -	\$ 185,358
Debt Service - Series 2018 - 3A	\$ -	\$ 609,555	\$ -	\$ -	\$ 609,555
Debt Service - Series 2019 - 3B	\$ -	\$ 370,655	\$ -	\$ -	\$ 370,655
Debt Service - Series 2019 - 3C	\$ -	\$ 226,217	\$ -	\$ -	\$ 226,217
Debt Service - Series 2020 - 3D	\$ -	\$ 365,061	\$ -	\$ -	\$ 365,061
Capital Projects	\$ -	\$ -	\$ 10,226	\$ -	\$ 10,226
Assigned for:					
Capital Reserves	\$ -	\$ -	\$ -	\$ 209,397	\$ 209,397
Unassigned	\$ 576,960	\$ -	\$ -	\$ -	\$ 576,960
Total Fund Balances	\$ 592,846	\$ 1,985,528	\$ 10,226	\$ 209,397	\$ 2,797,997
Total Liabilities & Fund Balance	\$ 609,329	\$ 1,985,528	\$ 10,226	\$ 209,397	\$ 2,814,479

Towne Park
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance

Revenues:

Assessments - Tax Roll	\$ 1,024,144	\$ 1,024,144	\$ 1,028,162	\$ 4,018
Interest Income - SBA	\$ -	\$ -	\$ 14,895	\$ 14,895
Other Income	\$ 8,000	\$ 8,000	\$ 55,742	\$ 47,742
Total Revenues	\$ 1,032,144	\$ 1,032,144	\$ 1,098,798	\$ 66,655

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 11,000	\$ 7,400	\$ 3,600
Employee FICA Expense	\$ -	\$ -	\$ 413	\$ (413)
Engineering Fees	\$ 15,000	\$ 15,000	\$ 25,316	\$ (10,316)
Attorney	\$ 40,000	\$ 40,000	\$ 39,168	\$ 832
Annual Audit	\$ 4,100	\$ 4,100	\$ 4,100	\$ -
Assessment Roll Services	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
Reamortization Schedules	\$ 625	\$ 625	\$ 100	\$ 525
Dissemination	\$ 10,500	\$ 9,625	\$ 9,625	\$ -
Trustee Fees	\$ 23,867	\$ 23,867	\$ 23,530	\$ 337
Management Fees	\$ 48,429	\$ 44,393	\$ 44,393	\$ -
Information Technology	\$ 1,890	\$ 1,733	\$ 1,733	\$ -
Website Maintenance	\$ 1,260	\$ 1,155	\$ 1,155	\$ -
Postage & Delivery	\$ 1,300	\$ 1,192	\$ 867	\$ 325
Insurance	\$ 7,558	\$ 7,558	\$ 7,032	\$ 526
Copies	\$ 250	\$ 229	\$ 164	\$ 65
Legal Advertising	\$ 3,500	\$ 3,208	\$ 1,908	\$ 1,300
Other Current Charges	\$ 4,000	\$ 3,667	\$ 428	\$ 3,239
Office Supplies	\$ 200	\$ 183	\$ 10	\$ 174
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 184,653	\$ 177,709	\$ 177,517	\$ 193

Towne Park
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 34,628	\$ 34,628	\$ 30,421	\$ 4,207
Field Management	\$ 22,050	\$ 20,213	\$ 18,387	\$ 1,825
Landscape Maintenance	\$ 263,665	\$ 241,693	\$ 209,587	\$ 32,106
Landscape Enhancements/Replacement	\$ 55,000	\$ 50,417	\$ 12,144	\$ 38,273
Pond Maintenance	\$ 48,000	\$ 48,000	\$ 60,500	\$ (12,500)
Electric	\$ 5,400	\$ 4,950	\$ 1,767	\$ 3,183
Water & Sewer	\$ 1,100	\$ 1,008	\$ 667	\$ 341
Irrigation Repairs	\$ 12,500	\$ 12,500	\$ 15,911	\$ (3,411)
General Repairs & Maintenance	\$ 20,000	\$ 20,000	\$ 32,671	\$ (12,671)
Contingency	\$ 17,500	\$ 17,500	\$ 67,195	\$ (49,695)
Subtotal Field Expenditures	\$ 479,842	\$ 450,908	\$ 449,250	\$ 1,658
Amenity Expenditures				
Electric	\$ 26,400	\$ 24,200	\$ 15,201	\$ 8,999
Water	\$ 8,400	\$ 7,700	\$ 7,715	\$ (15)
Internet & Phone	\$ 3,200	\$ 2,933	\$ 2,370	\$ 563
Playground & Equipment Lease	\$ 26,935	\$ 24,690	\$ 22,433	\$ 2,257
Pool Service Contract	\$ 43,800	\$ 40,150	\$ 31,575	\$ 8,575
Pool Furniture Repair & Replacement	\$ 6,000	\$ 5,500	\$ 2,380	\$ 3,120
Janitorial Services	\$ 22,500	\$ 20,625	\$ 17,489	\$ 3,136
Security Services	\$ 50,500	\$ 46,292	\$ 32,438	\$ 13,854
Pest Control	\$ 3,400	\$ 3,117	\$ 3,105	\$ 12
Amenity Access Management	\$ 9,450	\$ 8,663	\$ 8,663	\$ -
Amenity Repair & Maintenance	\$ 25,000	\$ 25,000	\$ 37,879	\$ (12,879)
Contingency	\$ 17,500	\$ 17,500	\$ 18,606	\$ (1,106)
Subtotal Amenity Expenditures	\$ 243,084	\$ 226,369	\$ 199,854	\$ 26,515
Total Operations & Maintenance	\$ 722,927	\$ 677,277	\$ 649,103	\$ 28,173
Total Expenditures	\$ 907,580	\$ 854,986	\$ 826,620	\$ 28,366
Excess (Deficiency) of Revenues over Expenditures	\$ 124,564		\$ 272,178	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out) - Capital Reserve	\$ (124,564)	\$ (124,564)	\$ (124,564)	\$ -
Total Other Financing Sources/(Uses)	\$ (124,564)	\$ (124,564)	\$ (124,564)	\$ -
Net Change in Fund Balance	\$ -		\$ 147,614	
Fund Balance - Beginning	\$ -		\$ 445,232	
Fund Balance - Ending	\$ -		\$ 592,846	

Towne Park
Community Development District
Debt Service Fund Series 2016 - 2A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 111,715	\$ 111,715	\$ 112,153	\$ 438
Assessments - Prepayment	\$ -	\$ -	\$ 7,850	\$ 7,850
Interest	\$ 5,405	\$ 5,405	\$ 8,656	\$ 3,251
Total Revenues	\$ 117,119	\$ 117,119	\$ 128,659	\$ 11,539
Expenditures:				
Interest - 11/1	\$ 38,731	\$ 38,731	\$ 38,875	\$ (144)
Principal - 11/1	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Special Call - 2/1	\$ -	\$ -	\$ 10,000	\$ (10,000)
Interest - 5/1	\$ 37,981	\$ 37,981	\$ 37,694	\$ 288
Total Expenditures	\$ 106,713	\$ 106,713	\$ 116,569	\$ (9,856)
Excess (Deficiency) of Revenues over Expenditures	\$ 10,407		\$ 12,090	
Fund Balance - Beginning	\$ 101,726		\$ 216,593	
Fund Balance - Ending	\$ 112,133		\$ 228,683	

Towne Park
Community Development District
Debt Service Fund Series 2018 - 2B
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 130,304	\$ 130,304	\$ 130,815	\$ 511
Interest	\$ 4,251	\$ 4,251	\$ 6,870	\$ 2,620
Total Revenues	\$ 134,554	\$ 134,554	\$ 137,685	\$ 3,131
Expenditures:				
Interest - 11/1	\$ 43,897	\$ 43,897	\$ 38,897	\$ 5,000
Principal - 5/1	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Interest - 5/1	\$ 43,897	\$ 43,897	\$ 48,897	\$ (5,000)
Total Expenditures	\$ 117,794	\$ 117,794	\$ 117,794	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 16,761		\$ 19,891	
Fund Balance - Beginning	\$ 93,530		\$ 165,467	
Fund Balance - Ending	\$ 110,291		\$ 185,358	

Towne Park
Community Development District
Debt Service Fund Series 2018 - 3A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 525,011	\$ 525,011	\$ 527,070	\$ 2,059
Interest	\$ 15,356	\$ 15,356	\$ 23,407	\$ 8,051
Total Revenues	\$ 540,367	\$ 540,367	\$ 550,477	\$ 10,110
Expenditures:				
Interest - 11/1	\$ 188,575	\$ 188,575	\$ 188,575	\$ -
Principal - 5/1	\$ 135,000	\$ 135,000	\$ 135,000	\$ -
Interest - 5/1	\$ 188,575	\$ 188,575	\$ 188,575	\$ -
Total Expenditures	\$ 512,150	\$ 512,150	\$ 512,150	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 28,217		\$ 38,327	
Fund Balance - Beginning	\$ 282,967		\$ 571,228	
Fund Balance - Ending	\$ 311,184		\$ 609,555	

Towne Park
Community Development District
Debt Service Fund Series 2019 - 3B
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 335,844	\$ 335,844	\$ 337,161	\$ 1,317
Interest	\$ 9,909	\$ 9,909	\$ 14,662	\$ 4,752
Total Revenues	\$ 345,753	\$ 345,753	\$ 351,822	\$ 6,069
Expenditures:				
Interest - 11/1	\$ 113,572	\$ 113,572	\$ 113,572	\$ -
Principal - 5/1	\$ 110,000	\$ 110,000	\$ 110,000	\$ -
Interest - 5/1	\$ 113,572	\$ 113,572	\$ 113,572	\$ -
Total Expenditures	\$ 337,144	\$ 337,144	\$ 337,144	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 8,609		\$ 14,679	
Fund Balance - Beginning	\$ 170,266		\$ 355,976	
Fund Balance - Ending	\$ 178,876		\$ 370,655	

Towne Park
Community Development District
Debt Service Fund Series 2019 - 3C
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 225,524	\$ 225,524	\$ 226,409	\$ 884
Interest	\$ 6,086	\$ 6,086	\$ 9,022	\$ 2,936
Total Revenues	\$ 231,610	\$ 231,610	\$ 235,430	\$ 3,820
Expenditures:				
Interest - 11/1	\$ 75,784	\$ 75,784	\$ 75,784	\$ -
Principal - 5/1	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
Interest - 5/1	\$ 75,784	\$ 75,784	\$ 75,784	\$ -
Total Expenditures	\$ 226,569	\$ 226,569	\$ 226,569	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 5,042		\$ 8,862	
Fund Balance - Beginning	\$ 100,689		\$ 217,356	
Fund Balance - Ending	\$ 105,731		\$ 226,217	

Towne Park
Community Development District
Debt Service Fund Series 2020 - 3D
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 399,925	\$ 399,925	\$ 401,494	\$ 1,568
Interest	\$ 10,422	\$ 10,422	\$ 14,939	\$ 4,517
Total Revenues	\$ 410,347	\$ 410,347	\$ 416,433	\$ 6,086
Expenditures:				
Interest - 11/1	\$ 124,528	\$ 124,528	\$ 124,528	\$ -
Principal - 5/1	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Interest - 5/1	\$ 124,528	\$ 124,528	\$ 124,528	\$ -
Total Expenditures	\$ 399,056	\$ 399,056	\$ 399,056	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 11,291		\$ 17,377	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (7,546)	\$ (7,546)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (7,546)	\$ (7,546)
Net Change in Fund Balance	\$ 11,291		\$ 9,831	
Fund Balance - Beginning	\$ 150,553		\$ 355,230	
Fund Balance - Ending	\$ 161,844		\$ 365,061	

Towne Park
Community Development District
Capital Projects Fund Series 2020 3D
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 202	\$ 202
Total Revenues	\$ -	\$ -	\$ 202	\$ 202
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 202	\$ 202
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ 7,546	\$ 7,546
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 7,546	\$ 7,546
Net Change in Fund Balance	\$ -	\$ -	\$ 7,748	\$ -
Fund Balance - Beginning	\$ -	\$ -	\$ 2,478	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 10,226	\$ -

Towne Park
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 2,691	\$ -
Total Revenues	\$ -	\$ -	\$ 2,691	\$ -
Expenditures:				
Hydraulic Lift (Pool)	\$ 10,100	\$ -	\$ -	\$ -
Miscellaneous Expense	\$ -	\$ -	\$ 316	\$ (316)
Total Expenditures	\$ 10,100	\$ -	\$ 316	\$ (316)
Excess (Deficiency) of Revenues over Expenditures	\$ (10,100)		\$ 2,375	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ 124,564	\$ 124,564	\$ 124,564	\$ -
Total Other Financing Sources/(Uses)	\$ 124,564	\$ 124,564	\$ 124,564	\$ -
Net Change in Fund Balance	\$ 114,464		\$ 126,939	
Fund Balance - Beginning	\$ 58,610		\$ 82,458	
Fund Balance - Ending	\$ 173,074		\$ 209,397	

Towne Park
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Assessments - Tax Roll	\$ -	\$ 40,518	\$ 945,392	\$ 10,139	\$ 8,396	\$ 4,722	\$ 7,049	\$ 4,271	\$ 7,674	\$ -	\$ -	\$ -	\$ 1,028,162
Interest Income - SBA	\$ 643	\$ 604	\$ 605	\$ 591	\$ 532	\$ 899	\$ 2,430	\$ 2,519	\$ 2,268	\$ 2,036	\$ 1,768	\$ -	\$ 14,895
Other Income	\$ 280	\$ 500	\$ 13,481	\$ 810	\$ 1,030	\$ 340	\$ 36,461	\$ 975	\$ 860	\$ 665	\$ 340	\$ -	\$ 55,742
Total Revenues	\$ 923	\$ 41,622	\$ 959,478	\$ 11,540	\$ 9,957	\$ 5,961	\$ 45,940	\$ 7,765	\$ 10,802	\$ 2,701	\$ 2,108	\$ -	\$ 1,098,798
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 800	\$ 1,000	\$ 1,400	\$ 600	\$ -	\$ -	\$ 1,600	\$ -	\$ 7,400
Employee FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ 61	\$ 77	\$ 107	\$ 46	\$ -	\$ -	\$ 122	\$ -	\$ 413
Engineering Fees	\$ 375	\$ 2,020	\$ 5,021	\$ 4,437	\$ 2,604	\$ 1,770	\$ 1,030	\$ 2,207	\$ 688	\$ 2,649	\$ 2,516	\$ -	\$ 25,316
Attorney	\$ 3,344	\$ 2,507	\$ 2,150	\$ 4,331	\$ 4,539	\$ 3,322	\$ 2,955	\$ 4,776	\$ 2,980	\$ 2,516	\$ 5,748	\$ -	\$ 39,168
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,100	\$ -	\$ -	\$ -	\$ 4,100
Assessment Roll Services	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Reamortization Schedules	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100
Dissemination	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ -	\$ 9,625
Trustee Fees	\$ 14,533	\$ -	\$ -	\$ 6,061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,936	\$ -	\$ -	\$ 23,530
Management Fees	\$ 4,036	\$ 4,036	\$ 4,036	\$ 4,036	\$ 4,036	\$ 4,036	\$ 4,036	\$ 4,036	\$ 4,036	\$ 4,036	\$ 4,036	\$ -	\$ 44,393
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ -	\$ 1,733
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ -	\$ 1,155
Postage & Delivery	\$ 16	\$ 48	\$ 88	\$ 443	\$ 13	\$ 51	\$ 19	\$ 62	\$ 43	\$ 52	\$ 32	\$ -	\$ 867
Insurance	\$ 7,032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,032
Copies	\$ -	\$ 1	\$ 2	\$ 59	\$ 16	\$ 20	\$ 9	\$ 55	\$ 3	\$ -	\$ -	\$ -	\$ 164
Legal Advertising	\$ -	\$ -	\$ 361	\$ -	\$ -	\$ 337	\$ 309	\$ -	\$ -	\$ 901	\$ -	\$ -	\$ 1,908
Other Current Charges	\$ 45	\$ 42	\$ 42	\$ 41	\$ 44	\$ 45	\$ 45	\$ 45	\$ 45	\$ 35	\$ -	\$ -	\$ 428
Office Supplies	\$ 1	\$ 1	\$ 1	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 1	\$ 1	\$ -	\$ 10
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 40,693	\$ 10,792	\$ 13,838	\$ 20,646	\$ 13,251	\$ 11,795	\$ 11,048	\$ 12,965	\$ 13,033	\$ 14,263	\$ 15,192	\$ -	\$ 177,517

Towne Park
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ 30,421	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	30,421
Field Management	\$ 1,838	\$ 1,838	\$ 1,838	\$ 1,838	\$ 1,838	\$ 1,838	\$ 1,838	\$ 1,838	\$ 1,838	\$ 1,838	\$ 12	\$ -	18,387
Landscape Maintenance	\$ 19,053	\$ 19,053	\$ 19,053	\$ 19,053	\$ 19,053	\$ 19,053	\$ 19,053	\$ 19,053	\$ 19,053	\$ 19,053	\$ 19,053	\$ -	209,587
Landscape Enhancements/Replacement	\$ -	\$ -	\$ 12,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,144
Pond Maintenance	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ -	60,500
Electric	\$ 131	\$ 83	\$ 181	\$ 214	\$ 90	\$ 95	\$ 141	\$ 226	\$ 304	\$ 221	\$ 79	\$ -	1,767
Water & Sewer	\$ 59	\$ 59	\$ 59	\$ 59	\$ 58	\$ 59	\$ 58	\$ 58	\$ 58	\$ 58	\$ 82	\$ -	667
Irrigation Repairs	\$ 237	\$ 227	\$ 180	\$ 103	\$ 3,895	\$ 2,261	\$ 883	\$ 1,016	\$ 1,087	\$ 1,078	\$ 4,944	\$ -	15,911
General Repairs & Maintenance	\$ 2,400	\$ -	\$ 1,046	\$ -	\$ -	\$ -	\$ 1,935	\$ 3,028	\$ 22,375	\$ 50	\$ 1,838	\$ -	32,671
Contingency	\$ 17,425	\$ 2,809	\$ -	\$ 21,474	\$ 22,474	\$ -	\$ -	\$ 3,013	\$ -	\$ -	\$ -	\$ -	67,195
Subtotal Field Expenditures	\$ 77,063	\$ 29,569	\$ 40,001	\$ 48,242	\$ 52,908	\$ 28,806	\$ 29,408	\$ 33,732	\$ 50,215	\$ 27,798	\$ 31,508	\$ -	449,250
Amenity Expenditures													
Electric	\$ 2,082	\$ 697	\$ 2,096	\$ 1,474	\$ 632	\$ 1,358	\$ 2,091	\$ 665	\$ 1,408	\$ 2,022	\$ 674	\$ -	15,201
Water	\$ 1,227	\$ -	\$ 1,186	\$ 619	\$ 204	\$ 644	\$ 1,185	\$ 296	\$ 847	\$ 1,295	\$ 213	\$ -	7,715
Internet & Phone	\$ 210	\$ 210	\$ 210	\$ 210	\$ 210	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ -	2,370
Playground & Equipment Lease	\$ 2,065	\$ 2,065	\$ 2,065	\$ 2,065	\$ 2,065	\$ 2,065	\$ 2,065	\$ 2,065	\$ 2,065	\$ 2,065	\$ 1,786	\$ -	22,433
Pool Service Contract	\$ (6,125)	\$ 3,625	\$ 4,275	\$ 3,625	\$ 3,625	\$ 3,625	\$ 3,625	\$ 4,185	\$ 3,865	\$ 3,625	\$ 3,625	\$ -	31,575
Pool Furniture Repair & Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,380	\$ -	\$ -	\$ -	\$ -	2,380
Janitorial Services	\$ 300	\$ 1,751	\$ 1,680	\$ 2,712	\$ 300	\$ 1,980	\$ 1,752	\$ 1,980	\$ 1,751	\$ 1,602	\$ 1,680	\$ -	17,489
Security Services	\$ 2,307	\$ 4,911	\$ 2,469	\$ 2,523	\$ 2,093	\$ 4,300	\$ 2,523	\$ 4,541	\$ 2,658	\$ 4,113	\$ -	\$ -	32,438
Pest Control	\$ 305	\$ 370	\$ 360	\$ 240	\$ -	\$ 240	\$ 370	\$ 370	\$ 240	\$ 370	\$ 240	\$ -	3,105
Amenity Access Management	\$ 788	\$ 788	\$ 788	\$ 788	\$ 788	\$ 788	\$ 788	\$ 788	\$ 788	\$ 788	\$ 788	\$ -	8,663
Amenity Repair & Maintenance	\$ 5,092	\$ 4,718	\$ 825	\$ 5,199	\$ 300	\$ 5,110	\$ 3,774	\$ 6,063	\$ 1,363	\$ 3,120	\$ 2,315	\$ -	37,879
Contingency	\$ 10,000	\$ -	\$ -	\$ 3,310	\$ -	\$ 5,296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	18,606
Subtotal Amenity Expenditures	\$ 18,250	\$ 19,135	\$ 15,953	\$ 22,765	\$ 10,216	\$ 25,626	\$ 18,393	\$ 23,552	\$ 15,204	\$ 19,220	\$ 11,540	\$ -	199,854
Total Operations & Maintenance	\$ 95,313	\$ 48,704	\$ 55,954	\$ 71,006	\$ 63,124	\$ 54,432	\$ 47,801	\$ 57,284	\$ 65,419	\$ 47,017	\$ 43,048	\$ -	649,103
Total Expenditures	\$ 136,006	\$ 59,496	\$ 69,792	\$ 91,652	\$ 76,375	\$ 66,228	\$ 58,848	\$ 70,249	\$ 78,452	\$ 61,281	\$ 58,241	\$ -	826,620
Excess (Deficiency) of Revenues over Expenditures	\$ (135,083)	\$ (17,874)	\$ 889,686	\$ (80,112)	\$ (66,418)	\$ (60,267)	\$ (12,908)	\$ (62,484)	\$ (67,650)	\$ (58,580)	\$ (56,133)	\$ -	272,178
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (124,564)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(124,564)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (124,564)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(124,564)
Net Change in Fund Balance	\$ (135,083)	\$ (17,874)	\$ 889,686	\$ (80,112)	\$ (66,418)	\$ (184,831)	\$ (12,908)	\$ (62,484)	\$ (67,650)	\$ (58,580)	\$ (56,133)	\$ -	147,614

Towne Park
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

Gross Assessments	\$ 1,101,231.50	\$ 120,123.23	\$ 140,111.40	\$ 564,528.08	\$ 361,122.13	\$ 242,499.36	\$ 430,027.32	\$ 2,959,643.02
Net Assessments	\$ 1,024,145.30	\$ 111,714.60	\$ 130,303.60	\$ 525,011.11	\$ 335,843.58	\$ 225,524.40	\$ 399,925.41	\$ 2,752,468.01

ON ROLL ASSESSMENTS

							37.21%	4.06%	4.73%	19.07%	12.20%	8.19%	14.53%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	O&M Portion	2016 2-A Debt Service	Series 2018 2-B Service	Series 2018 3-A Service	Series 2019 3-B Service	Series 2019 3-C Service	Series 2020 3-D Service	Total
11/13/24	10/21-10/21/24	\$2,787.93	(\$146.36)	(\$52.83)	\$0.00	\$2,588.74	\$963.22	\$105.07	\$122.55	\$493.78	\$315.87	\$212.11	\$376.14	\$2,588.74
11/15/24	10/01-10/31/24	\$5,537.62	(\$221.51)	(\$106.32)	\$0.00	\$5,209.79	\$1,938.47	\$211.45	\$246.63	\$993.73	\$635.67	\$426.87	\$756.97	\$5,209.79
11/19/24	11/01-11/07/24	\$54,552.96	(\$2,182.10)	(\$1,047.42)	\$0.00	\$51,323.44	\$19,096.57	\$2,083.07	\$2,429.68	\$9,789.53	\$6,262.25	\$4,205.20	\$7,457.14	\$51,323.44
11/26/24	11/08-11/15/24	\$52,904.56	(\$2,116.04)	(\$1,015.77)	\$0.00	\$49,772.75	\$18,519.58	\$2,020.13	\$2,356.27	\$9,493.75	\$6,073.04	\$4,078.15	\$7,231.83	\$49,772.75
12/06/24	11/16-11/26/24	\$381,760.06	(\$15,270.31)	(\$7,329.80)	\$0.00	\$359,159.95	\$133,637.15	\$14,577.25	\$17,002.86	\$68,506.87	\$43,823.06	\$29,427.89	\$52,184.87	\$359,159.95
12/20/24	11/17-11/30/24	\$2,253,524.08	(\$90,299.45)	(\$43,264.49)	\$0.00	\$2,119,960.14	\$788,800.16	\$86,042.96	\$100,360.27	\$404,365.33	\$258,667.86	\$173,699.66	\$308,023.90	\$2,119,960.14
12/27/24	12/1-12/15/24	\$96,794.76	(\$3,641.85)	(\$1,863.06)	\$0.00	\$91,289.85	\$33,967.36	\$3,705.19	\$4,321.73	\$17,412.80	\$11,138.77	\$7,479.86	\$13,264.14	\$91,289.85
12/31/24	1% Admin Fee	(\$29,596.44)	\$0.00	\$0.00	\$0.00	(\$29,596.44)	(\$11,012.32)	(\$1,201.23)	(\$1,401.12)	(\$5,645.29)	(\$3,611.22)	(\$2,424.99)	(\$4,300.27)	(\$29,596.44)
01/10/25	12/16-12/31/24	\$28,666.02	(\$860.02)	(\$556.12)	\$0.00	\$27,249.88	\$10,139.20	\$1,105.99	\$1,290.03	\$5,197.70	\$3,324.91	\$2,232.73	\$3,959.32	\$27,249.88
02/03/25	10/1-12/31/24	\$0.00	\$0.00	\$0.00	\$4,182.60	\$4,182.60	\$1,556.27	\$169.76	\$198.01	\$797.80	\$510.34	\$342.70	\$607.72	\$4,182.60
02/10/25	1/1-1/31/25	\$19,160.15	(\$403.84)	(\$375.13)	\$0.00	\$18,381.18	\$6,839.31	\$746.04	\$870.18	\$3,506.06	\$2,242.79	\$1,506.07	\$2,670.73	\$18,381.18
03/07/25	2/1-2/28/25	\$13,074.12	(\$124.60)	(\$258.99)	\$0.00	\$12,690.53	\$4,721.93	\$515.07	\$600.78	\$2,420.62	\$1,548.44	\$1,039.80	\$1,843.89	\$12,690.53
04/11/25	03/01-03/31/25	\$19,246.08	\$0.00	(\$384.92)	\$0.00	\$18,861.16	\$7,017.91	\$765.52	\$892.90	\$3,597.61	\$2,301.35	\$1,545.40	\$2,740.47	\$18,861.16
04/30/25	0/1-03/31/25	\$0.00	\$0.00	\$0.00	\$83.90	\$83.90	\$31.22	\$3.41	\$3.97	\$16.00	\$10.24	\$6.87	\$12.19	\$83.90
05/09/25	4/1-4/30/25	\$11,713.08	\$0.00	(\$234.26)	\$0.00	\$11,478.82	\$4,271.07	\$465.90	\$543.41	\$2,189.49	\$1,400.59	\$940.52	\$1,667.84	\$11,478.82
06/13/25	5/1-5/31/25	\$8,791.52	\$0.00	(\$175.83)	\$0.00	\$8,615.69	\$3,205.75	\$349.69	\$407.87	\$1,643.37	\$1,051.25	\$705.93	\$1,251.83	\$8,615.69
06/23/25	6/2/25	\$12,254.98	\$0.00	(\$245.10)	\$0.00	\$12,009.88	\$4,468.67	\$487.45	\$568.56	\$2,290.79	\$1,465.39	\$984.03	\$1,744.99	\$12,009.88
TOTAL		\$ 2,931,171.48	\$ (115,266.08)	\$ (56,910.04)	\$ 4,266.50	\$ 2,763,261.86	\$ 1,028,161.52	\$ 112,152.72	\$ 130,814.58	\$ 527,069.94	\$ 337,160.60	\$ 226,408.80	\$ 401,493.70	\$ 2,763,261.86

100%	Net Percent Collected
\$ -	Balance Remaining to Collect