

Astoria
Community Development District

Meeting Agenda

June 9, 2021

AGENDA

Astoria

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

June 2, 2021

**Board of Supervisors
Astoria
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Astoria Community Development District** will be held **Wednesday, June 9, 2021, at 1:00 PM at 4900 Dundee Rd., Winter Haven, Florida 33884.**

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

Meeting ID: 987 1000 5002

Zoom Video Link: <https://zoom.us/j/98710005002>

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the May 12, 2021 Board of Supervisors Meeting
4. Consideration of Resolution 2021-12 Directing Chairman and District Staff to File a Petition Amending District Boundaries
5. Consideration of Boundary Amendment Funding Agreement
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet & Income Statement
 - ii. Ratification of Change Order #002 from Tucker Paving
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

¹ Comments will be limited to three (3) minutes

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the Approval of Minutes of the May 12, 2021 Board of Supervisors Meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Consideration of Resolution 2021-12 Directing Chairman and District Staff to File a Petition Amending District Boundaries. A copy of the resolution is enclosed for your review.

The fifth order of business is the Consideration of Boundary Amendment Funding Agreement. The agreement is enclosed for your review.

The sixth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the Balance Sheet and Income Statement for your review. Sub-Section 2 is the Ratification of Change Order #002 from Tucker Paving.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

MINUTES

**MINUTES OF MEETING
ASTONIA
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Astonia Community Development District was held Wednesday, **May 12, 2021** at 1:00 p.m. at 4900 Dundee Rd., Winter Haven, Florida.

Present and constituting a quorum:

Brian Walsh
Halsey Carson
Brent Elliott

Vice Chair
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Michelle Rigoni
Dennis Wood *via Zoom*
Bob Gang *via Zoom*
Ashton Bligh *via Zoom*

District Manager, GMS
Hopping Green & Sams
Engineer
Greenberg
Greenberg

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the April 14, 2021
Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, or corrections to the April 14, 2021 meeting minutes. Hearing no changes, she asked for a motion to approve.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, the Minutes of the April 14, 2021 Board of Supervisors Meeting, were approved.
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FOURTH ORDER OF BUSINESS**Presentation of First Amendment to the Engineer's Report**

Michelle Rigoni started a brief overview of the updated Engineer's Report. Mr. Woods joined the meeting. Ms. Rigoni asked Mr. Woods if the report was consistent with the prior Master Capital Improvement Plan that was previously adopted. Mr. Woods replied yes. She also asked if the cost were reasonable for the project of this size and scope. Mr. Woods replied yes. She asked if there was any reason it could not be carried out, which Mr. Woods replied no. It was asked about a recently received change order on \$100,000 increase and what it reflected. Ms. Burns responded the if it was not issued over the Master Lien amount, they would be fine.

On MOTION by Mr. Elliot, seconded by Mr. Walsh, with all in favor, the First Amendment to the Engineer's Report, was approved.

FIFTH ORDER OF BUSINESS**Presentation of Amended and Restated Master Assessment Methodology**

Ms. Burns noted the Masters Assessment Methodology was issued on February 13, 2020. Since that time there have been extensions to add new parcels including the 332 lots in Astonia North to the boundary amendment. Ms. Burns reviewed the tables of the Assessment Methodology report to include the Development program that includes single family 40' lots with an ERU of .8, and single family 50' lots with an ERU of .1. totaling 1,013 units in the District. The cost estimate is \$25,920,000. The par debt for the 40' would be \$28,725 and for the 50' lots would be \$35,907. The net par annual assessment on a 40' lot is \$2,087 and the 50' lot would be \$2,609. Ms. Rigoni reviewed the legal questions on the methodology.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, the Amended and Restated Master Assessment Methodology, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2021-07 Declaring Special Assessments on Boundary Amendment Parcel**

Ms. Burns stated that a notice on boundary amendment parcel would be sent. This starts the assessment process and the findings.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, Resolution 2021-07 Declaring Special Assessment son Boundary Amendment Parcel, was approved as amended.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-08
Setting a Public Hearing on the Imposition
of Special Assessments on Boundary
Amendment Parcel**

Ms. Burns recommended the Public Hearing Date for Wednesday, July 14, 2021, at 1:00 PM. At the regular meeting location. This requires a 30-day mailed notice to all landowners. We must have 3 Board members in attendance.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, Resolution 2021-08 Setting a Public Hearing on the Imposition of Special Assessment on Boundary Amendment Parcel for July 14, 2021 at 1:00, was approved as amended.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2021-09
Setting a Public Hearing Expressing the
District's Intent to Utilize the Uniform
Method of Levying, Collecting, and
Enforcing Non-Ad Valorem Assessments
on Boundary Amendment Parcel**

Ms. Burns suggested holding this hearing on the same date, Wednesday, July 14, 2021, at 1:00 PM at the regular meeting location.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, Resolution 2021-09 Setting a Public Hearing on July 14, 2021 at 1:00 at 4900 Dundee Road, Winter Haven, FL 33884 Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessment on Boundary Amendment Parcel, was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2021-10
Delegation Resolution**

Ms. Bligh reviewed the Delegation Resolution and stated this was contemplated when the Board adopted the original resolution last year. This resolution contains documents as exhibits to sell two series of bonds, the 2nd and 3rd series of bonds. The parameters for the bonds, the aggregate principal amount of the bonds will not exceed \$18,000,000. The principal amortization period is no longer than 30 years. The price shall not exceed 98% of aggregate face amount of bonds. The Public Hearing date will be added to the report.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, Resolution 2021-10 Delegation Resolution, was approved.

TENTH ORDER OF BUSINESS

Consideration of Developer Agreements (AA2 Project)

Ms. Burns noted these agreements are the same for both the AA2 project and the North Parcel AA project, so the Board will make 2 motions on the same information.

A. True-Up Agreement

Ms. Burns noted this confirms the Developers intention and obligation is required to make Tru-up payments related to the Assessment Area.

B. Completion Agreement

Ms. Burns stated this agreement since the Developer has requested that the District limit the amount of debt assessments opposed on the project. And this allows the Developer to fund a portion of the project not funded from the bonds for that assessment area.

C. Acquisition Agreement

Ms. Burns noted this agreement if the District desires to acquire some of the work project or improvement and accept assignment of certain agreements.

D. Collateral Assignment Agreement

Ms. Burns noted that in the event of default in the payment of the bonds for the assessment area, the Developer can assign Developer rights to the District that allows the District to enable a 3rd party to complete the project.

E. Declaration of Consent

Ms. Burns noted the agreement the Landowner confirms and agrees that the debt assessments have been adopted by the Board in accordance with Florida law, and the District has taken all action necessary to levy and impose the assessment area and they are legal, valid and binding.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, Consideration of Developer Agreements for Assessment Area 2 Project, was approved in substantial form.

**Consideration of Developer Agreements
(North Parcel AA Project)**

- A. True-Up Agreement**
- B. Completion Agreement**
- C. Acquisition Agreement**
- D. Collateral Assignment Agreement**
- E. Declaration of Consent**

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, Consideration of Developer Agreements for North Parcel Assessment Area Project, was approved in substantial form.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-11
Approving the Proposed Fiscal Year 2022
Budget (Suggested Date: August 11, 2021),
Declaring Special Assessments, and
Setting the Public Hearings on the Fiscal
Year 2022 Budget and the Imposition of
Operations & Maintenance Assessment**

Ms. Burns noted this was the first time we are levying an O&M Assessment in this District and we are completely Developer funded. She reviewed the budget attached to the Resolution.

Changes included the added field services, landscaping maintenance, and amenity services as they are anticipated coming online sometime throughout the fiscal year. The total for field is \$145,000. The amenity services opening is estimated from March – May 2022. Exact plans are not made for this facility, and these are estimates. Platted lots are estimated at 191 lots in Phase 1, and they receive a greater benefit than the unplatted areas. We will cap assessments at \$725 for the upcoming year. That would generate \$128,781.75 for on roll assessments. The Developer contribution amount funding the remainder of the budget. A deficit funding agreement will be in place at the time of budget adoption. Ms. Burns suggested the Public Hearing be set for Wednesday, August 11, 2021, at 1:00 p.m. at the regular meeting location, 4900 Dundee Road, Winter Haven, Florida.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, Resolution 2021-11 Approving the FY 2022 Budget and Setting the Public Hearing on Budget and Declaring Imposition of O&M Assessments for August 11, 2021 at 1:00a.m. at 4900 Dundee Road, Winter Haven, FL 33884, was approved.

THIRTEENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Rigoni had nothing further to report.

B. Engineer

Mr. Wood had nothing further to report.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register included in the agenda package totaling \$23,719.41 through March 1- May. The Board had no questions on the check register.

On MOTION by Mr. Elliott, seconded by Mr. Walsh, with all in favor, the Check Register totaling \$23,719.41, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated the financial packets are included in the package.

iii. Presentation of Registered Voters – 0

Ms. Burns stated there is a requirement by statute to determine the number of registered voters within the District as of April 15th of each year. There are currently no registered voters within the Astoria District. Suggested date for pre-closing was discussed for July.

FOURTEENTH ORDER OF BUSINESS Other Business

There was a brief discussion about tax bill timelines.

FIFTEENTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

There being none, the next item followed.

SIXTEENTH ORDER OF BUSINESS Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Walsh, seconded by Mr. Elliott, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2021-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE POLK COUNTY, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 2020-002, as amended by Ordinance No. 2021-023 (together, the "Ordinance"), adopted by the County Commission of Polk County, Florida ("County"), effective January 7, 2020 and April 6, 2021, respectively, and being situated entirely within the County; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 267.15 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary developer of the lands within the District ("Developer"), has approached the District and requested the District petition to amend its boundaries to add approximately 28.9 acres of land, more or less, as more particularly described in the attached **Exhibit A** ("Expansion Parcels"); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, addition of the Expansion Parcels in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, and such other actions as are necessary in furtherance of the boundary amendment process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE ASTONIA COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County, to seek the amendment of the District's boundaries to add the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the County to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of June 2021.

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

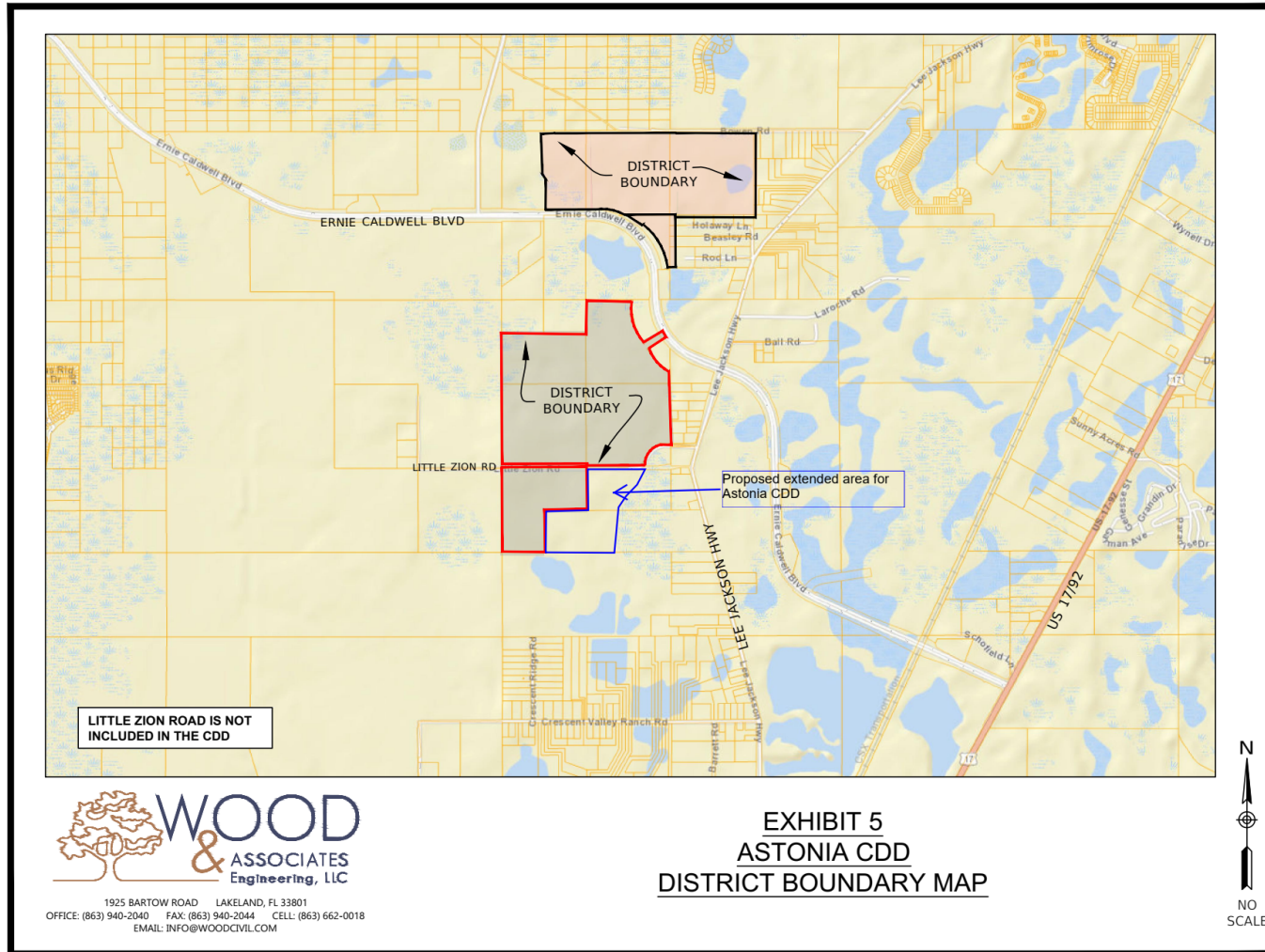
Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Expansion Parcels

EXHIBIT A

Parcel IDs: 272622-000000-041010 (portion); and 272622-000000-041020 (portion)



SECTION V

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN
THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT
AND CENTER STATE DEVELOPMENT, LLC**

THIS AGREEMENT (“Agreement”) is made and entered into this 9th day of June 2021, by and between:

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

CENTER STATE DEVELOPMENT, LLC, a Florida limited liability company, a primary developer within the District, with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884 (“Developer”).

RECITALS

WHEREAS, the District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“Act”), as established by Ordinance No. 2020-002, as amended by Ordinance No. 2021-023, effective January 7, 2020 and April 6, 2021, respectively (together, the “Ordinance”), adopted by the County Commission of Polk County, Florida (“County”), and being situated in Polk County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 267.15 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, Developer has approached the District and requested the District petition to further amend its boundaries to include additional lands to the District; and

WHEREAS, the amendment proposed by Developer will add approximately 28.9 acres of additional land to the boundaries of the District, resulting in the District being comprised of approximately 296.05 acres; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors ("Board"); and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the Board; and

WHEREAS, Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. Developer will make such funds available monthly, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

SECTION 2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for seeking an amendment to the boundaries of the District in accord with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from Developer for reimbursement for services of the boundary amendment team, as described in Section 1 of this Agreement. The District shall not reimburse Developer for funds made available to the District under this Agreement.

SECTION 3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

SECTION 4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing

party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

SECTION 6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Astonia Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: Jillian Burns

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

B. If to Developer: Center State Development, LLC
4900 Dundee Road
Winter Haven, Florida 33884
Attn: Bob Adams

With a copy to: Peterson & Myers, P.A.
225 E. Lemon St.
Lakeland, Florida 33801
Attn: Bart Allen

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

SECTION 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, 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 parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; 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 parties to this Agreement and their respective representatives, successors, and assigns.

SECTION 10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

SECTION 13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 doubtful language will not be interpreted or construed against any party.

SECTION 15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on next page]

IN WITNESS THEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice Chairperson, Board of Supervisors

WITNESS (for Developer):

**CENTER STATE DEVELOPMENT,
LLC**, a Florida limited liability company

By: RJA Land and Development, LLC
Its: Manager

Print Name: _____

Robert J. Adams
Manager of RJA Land and Development, LLC

SECTION VI

SECTION C

SECTION 1

Astonia
Community Development District

Unaudited Financial Reporting
April 30, 2021



Table of Contents

1	<hr/> Balance Sheet
2	<hr/> General Fund
3	<hr/> Debt Service Fund
4	<hr/> Capital Projects Fund
5-6	<hr/> Month to Month

Astoria
Community Development District
Combined Balance Sheet
April 30, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 7,996	\$ -	\$ -	\$ 7,996
Investments				
Series 2020				
Reserve	\$ -	\$ 220,403	\$ -	\$ 220,403
Interest	\$ -	\$ 88,446	\$ -	\$ 88,446
Revenue	\$ -	\$ 3	\$ -	\$ 3
Construction	\$ -	\$ -	\$ 5	\$ 5
Cost of Issuance	\$ -	\$ -	\$ 292	\$ 292
Total Assets	\$ 7,996	\$ 308,852	\$ 296	\$ 317,144
Liabilities:				
Accounts Payable	\$ 4,183	\$ -	\$ -	\$ 4,183
Retainage Payable	\$ -	\$ -	\$ 79,282	\$ 79,282
Total Liabilities	\$ 4,183	\$ -	\$ 79,282	\$ 83,465
Fund Balances:				
Unassigned	\$ 3,813	\$ -	\$ -	\$ 3,813
Assigned For Debt Service	\$ -	\$ 308,852	\$ -	\$ 308,852
Reserved For Capital Projects	\$ -	\$ -	\$ (78,986)	\$ (78,986)
Total Fund Balances	\$ 3,813	\$ 308,852	\$ (78,986)	\$ 233,679
Total Liabilities & Fund Balance	\$ 7,996	\$ 308,852	\$ 296	\$ 317,144

Astoria
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/21	Thru 04/30/21	Variance
Revenues				
Developer Contributions	\$ 154,915	\$ 55,000	\$ 55,000	\$ -
Total Revenues	\$ 154,915	\$ 55,000	\$ 55,000	\$ -
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 7,000	\$ -	\$ 7,000
Engineering	\$ 15,000	\$ 8,750	\$ -	\$ 8,750
Attorney	\$ 25,000	\$ 14,583	\$ 14,312	\$ 271
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 2,917	\$ 2,917	\$ (0)
Arbitrage	\$ 650	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,550	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 20,417	\$ 20,417	\$ (0)
Information Technology	\$ 2,350	\$ 1,371	\$ 875	\$ 496
Telephone	\$ 300	\$ 175	\$ -	\$ 175
Postage & Delivery	\$ 1,000	\$ 583	\$ 19	\$ 564
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 583	\$ 44	\$ 539
Legal Advertising	\$ 10,000	\$ 5,833	\$ 5,755	\$ 78
Other Current Charges	\$ 5,000	\$ 2,917	\$ 946	\$ 1,971
Office Supplies	\$ 625	\$ 365	\$ 8	\$ 357
Boundary Amendment Expense	\$ -	\$ -	\$ 1,500	\$ (1,500)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 130,650	\$ 70,669	\$ 51,967	\$ 18,702
Operations & Maintenance				
Field Services				
Property Insurance	\$ 5,000	\$ -	\$ -	\$ -
Field Management	\$ 3,750	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 9,490	\$ -	\$ -	\$ -
Landscape Replacement	\$ 850	\$ -	\$ -	\$ -
Streetlights	\$ 1,575	\$ -	\$ -	\$ -
Electric	\$ 225	\$ -	\$ -	\$ -
Water & Sewer	\$ 90	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ 125	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 625	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ 1,250	\$ -	\$ -	\$ -
Contingency	\$ 625	\$ -	\$ -	\$ -
Total Operations & Maintenance	\$ 23,605	\$ -	\$ -	\$ -
Total Expenditures	\$ 154,255	\$ 70,669	\$ 51,967	\$ 18,702
Excess Revenues (Expenditures)	\$ 660		\$ 3,033	
Fund Balance - Beginning	\$ -		\$ 780	
Fund Balance - Ending	\$ 660		\$ 3,813	

Astoria
Community Development District
Debt Service Funds
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/21	Thru 04/30/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 10	\$ 10
Total Revenues	\$ -	\$ -	\$ 10	\$ 10
Expenditures:				
Interest Payment - 11/1	\$ -	\$ -	\$ -	\$ -
Interest Payment - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ (7)	\$ (7)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (7)	\$ (7)
Excess Revenues (Expenditures)	\$ -		\$ 3	
Fund Balance - Beginning	\$ -		\$ 308,849	
Fund Balance - Ending	\$ -		\$ 308,852	

Astoria
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/21	Thru 04/30/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 24	\$ 24
Total Revenues	\$ -	\$ -	\$ 24	\$ 24
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 1,251,473	\$ (1,251,473)
Capital Outlay - Cost Of Issuance	\$ -	\$ -	\$ 6,341	\$ (6,341)
Total Expenditures	\$ -	\$ -	\$ 1,257,814	\$ (1,257,814)
Other Financing Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ 7	\$ 7
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 7	\$ 7
Excess Revenues (Expenditures)	\$ -		\$ (1,257,783)	
Fund Balance - Beginning	\$ -		\$ 1,178,797	
Fund Balance - Ending	\$ -		\$ (78,986)	

Astonia
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Revenues</u>													
Developer Contributions	\$ 5,000	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Total Revenues	\$ 5,000	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	2,917
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 1,605	\$ 146	\$ 1,707	\$ 1,429	\$ 5,243	\$ 4,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,312
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	20,417
Information Technology	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	875
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 3	\$ -	\$ 1	\$ 14	\$ 1	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Printing & Binding	\$ 39	\$ 1	\$ -	\$ -	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	44
Legal Advertising	\$ 505	\$ -	\$ -	\$ 438	\$ -	\$ 4,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,755
Other Current Charges	\$ 65	\$ 265	\$ 120	\$ 120	\$ 120	\$ 120	\$ 135	\$ -	\$ -	\$ -	\$ -	\$ -	946
Office Supplies	\$ 3	\$ 3	\$ 0	\$ -	\$ 3	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8
Boundary Amendment Expense	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,500
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 10,853	\$ 3,873	\$ 5,286	\$ 6,959	\$ 8,829	\$ 12,574	\$ 3,594	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,967

Astonia
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Operations & Maintenance</u>													
<i>Field Services</i>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer													
Sidewalk & Asphalt Maintenance													
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 10,853	\$ 3,873	\$ 5,286	\$ 6,959	\$ 8,829	\$ 12,574	\$ 3,594	\$ -	\$ -	\$ -	\$ -	\$ -	51,967
Excess Revenues (Expenditures)	\$ (5,853)	\$ (3,873)	\$ 19,714	\$ (6,959)	\$ (8,829)	\$ 12,426	\$ (3,594)	\$ -	\$ -	\$ -	\$ -	\$ -	3,033

SECTION 2



3545 Lake Alfred Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

To:	Center State Development LLC	Contact:	Halsey Carson
Address:	4900 Dundee Road Winter Haven, FL 33884	Phone:	(863) 280-6921
Project Name:	Astoria North Subdivision - CO#002	Fax:	
Project Location:	Ernie Caldwell Blvd, Davenport, FL	Bid Number:	21-759
		Bid Date:	5/12/2021

This proposal is crediting the value of the Owner Purchase Order and tax savings for materials from Atlantic TNG.

Item #	Item Description	Total Price
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Atlantic TNG DPO

001	Owner Purchased Materials	(\$310,380.00)
002	Tax Savings Credit	(\$18,672.80)

Total Price for above Atlantic TNG DPO Items: (\$329,052.80)

Total Bid Price: (\$329,052.80)

Notes:

- All base bid exclusions apply

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: <u>Jill Burns</u> Signature: <u>Jill Burns</u> Date of Acceptance: <u>5-13-21</u>	CONFIRMED: Tucker Paving, Inc. Authorized Signature: _____ Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com
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