Astonia Community Development District

Meeting Agenda

January 13, 2021

AGENDA

Community Development District

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

January 6, 2021

Board of Supervisors Astonia Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of Astonia Community Development District will be held Wednesday, January 13, 2021 at 1:00 PM at 4900 Dundee Rd., Winter Haven, Florida 33884.

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

Meeting ID: 954 5148 4369

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 October 14, 2020 Audit Committee Meeting and Board of Supervisors Meeting
- 4. Consideration of Resolution 2021-02 Directing Chairman and District Staff to File a Petition Amending District Boundaries
- 5. Consideration of Boundary Amendment Funding Agreement
- 6. Ratification of 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 7. Ratification of Contract Agreement with Polk County Property Appraiser
- 8. Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements in 2021
- 9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report

¹ Comments will be limited to three (3) minutes

- i. Approval of Check Register
- ii. Balance Sheet & Income Statement
- iii. Summary of Series 2020 AA1 Requisitions #1 to #20
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment

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 October 14, 2020 Audit Committee Meeting and Board of Supervisors Meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is the Consideration of Resolution 2021-02 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. A copy of the agreement is enclosed for your review.

The sixth order of business is the Ratification of 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The seventh order of business is the Ratification of Contract Agreement with Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The eighth order of business is the Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements in 2021. A copy of the memorandum is enclosed for your review.

The ninth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the Approval of the Check Register and Sub-Section 2 is the Balance Sheet and Income Statement, both are enclosed for your review. Sub-Section 3 is the Summary of Series 2020 AA1 Requisitions #1 to #20.

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

Audit Committee Meeting

MINUTES OF MEETING ASTONIA COMMUNITY DEVELOPMENT DISTRICT

An Audit Committee meeting of the Astonia Community Development District was held Wednesday, **October 14, 2020** at 1:00 p.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum:

Reggie Baxter Chairman
Brian Walsh Vice Chairman
Brent Elliott Assistant Secretary
Halsey Carson Assistant Secretary
Milton Andrade Assistant Secretary

Also present were:

Jill BurnsDistrict Manager, GMSMichelle RigoniHopping Green & SamsRoy Van WykHopping Green & Sams

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 1:01 p.m. Five members were in attendance.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that there were no members of the public present to provide comment.

THIRD ORDER OF BUSINESS

Review of Proposals and Tally of Audit Committee Members Rankings

- A. Grau & Associates 100 points
- B. McDirmit Davis 98 points
- C. Berger, Toombs, Elam, Gaines & Frank 99 points

Ms. Burns noted that there were three proposals received from the RFP issued for auditing services, as they are listed above. All the proposals are included in the agenda package along with a ranking sheet. All of the firms are more than qualified to perform the audit for the District and the Board went through the ranking sheet together.

October 14, 2020 Astonia CDD

Ms. Burns offered a suggestion to give all of the firms a scoring of 20 points for the criteria; ability of personnel, proposers experience, understanding the scope of work, and the ability to furnish the required services, with a differentiation of price. Looking at the quoted prices, Grau & Associates had the lowest bid, followed by Berger Toombs, then McDirmit Davis. There being no objections from the Board, Grau & Associates was awarded 100 points, followed by Berger Toombs with 99 points, and McDirmit Davis with 98 points.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Ranking Grau & Associates #1 with 100 points, was approved.

FOURTH ORDER OF BUSINSES Adjournment

Ms. Burns asked for a motion to adjourn the meeting.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman

BOS Meeting

MINUTES OF MEETING ASTONIA COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Astonia Community Development District was held Wednesday, **October 14, 2020** at 1:04 p.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum:

Reggie BaxterChairmanBrian WalshVice ChairmanBrent ElliottAssistant SecretaryHalsey CarsonAssistant SecretaryMilton AndradeAssistant Secretary

Also present were:

Jill BurnsDistrict Manager, GMSMichelle RigoniHopping Green & SamsRoy Van WykHopping Green & Sams

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Five Supervisors were present via Zoom, 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 September 9, 2020 Board of Supervisors Meeting

Ms. Burns asked for any questions, comments or corrections to the September 9, 2020 meeting minutes. Hearing none, she asked for a motion to approve.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Minutes of the September 9, 2020 Board of Supervisors Meeting, were approved.

October 14, 2020 Astonia CDD

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2021-01 Ratifying the Series 2020, AA1 Bonds

Ms. Burns stated that this resolution ratifies, confirms, and approves all the actions taken by the District's staff regarding the closing of the issuance of the Assessment Area 1 Bonds. There were no questions from the Board on the resolution.

On MOTION by Mr. Elliott, seconded by Mr. Andrade, with all in favor, Resolution 2021-01 Ratifying the Series 2020, AA1 Bonds, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Disclosure of Public Financing

Ms. Burns stated this document will be recorded in order to notify potential buyers in the community that there are assessments on the property and outlines the terms of the bond issuance that the Board previously closed on.

On MOTION by Mr. Andrade, seconded by Mr. Elliott, with all in favor, Authorization for Counsel to Record the Disclosure and the Disclosure of Public Financing, was approved in substantial form.

SIXTH ORDER OF BUSINESS

Selection of Auditor

Ms. Burns reported the Audit Committee met prior to the Board of Supervisors meeting and ranked Grau & Associates #1, Berger Toombs #2, ad McDirmit Davis #3. The Board accepts the rankings and awarded Grau & Associates the bid for auditing services and authorized staff to obtain a form of contract and authorize the Chair to execute.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Accepting the Rankings of the Audit Committee with Grau & Associates as the #1 Ranked Auditor and Authorization for Chairman to Execute Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni had nothing further to report.

B. Engineer

October 14, 2020 Astonia CDD

There being none, the next item followed.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register included in the agenda package totaling \$18,611.33, through October 6th. 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 \$18,611.33, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that the financials were included in the agenda packets and noted that no further action needed to be taken. She asked if the Board had any questions and hearing none the next item followed.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION IV

RESOLUTION 2021-02

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 (the "Ordinance"), adopted by the County Commission of Polk County, Florida ("County"), effective January 7, 2020, 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 159.93 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 107.219 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 13th day of January, 2021.

ATTEST:	ASTONIA COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Expansion Parcels

EXHIBIT A

Parcel IDs: 27-26-15-000000-042010, 27-26-15-000000-023000, 27-26-15-000000-041000

and 27-26-15-000000-043010 (eastern portion)

more particularly described as:

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1346, PAGE 771, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SW 1/4 OF SAID SECTION 15; THENCE WITH THE NORTH LINE OF SW 1/4 OF SAID SECTION 15, N89'30'30"E, A DISTANCE OF 516.39 FEET TO THE POINT OF BEGINNING;

COMMENCE AT THE NORTHWEST CORNER OF SW 1/4 OF SAID SECTION 15; THENCE WITH THE NORTH LINE OF SW 1/4 OF SAID SECTION 15, N89'30'30"E, A DISTANCE OF 1291.38 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WITH THE NORTH LINE OF SW 1/4 OF SAID SECTION 15, N89'30'30"E, A DISTANCE OF 1291.38 FEET TO THE SOUTHERLY MAIR SAID SECTION 15, RUN WITH SAID SOUTHERLY MAIR SAID SCOTTER THE FOLLOWING TWENTY CONTROL OF SW 1/4 OF SAID SECTION 15, RUN WITH SAID SOUTHERLY MAIR SAIDED RIGHT-OF-WAY LINE OF THE FOLLOWING TWENTY CONTROL OF SW 1/4 OF SAID SECTION 15, RUN WITH SAID SOUTHERLY MAIR SAIDED RIGHT-OF-WAY LINE OF THE FOLLOWING TWENTY CONTROL OF SW 1/4 OF SAID SECTION 15, RUN WITH SAID SOUTHERLY MAIR SAIDED RIGHT-OF-WAY LINE OF THE THE FOLLOWING TWENTY CONTROL OF SW 1/4 OF SAID SECTION 15, RUN WITH SAID SOUTHERLY MAIR SAID SECTION 15, RUN SW 1/4 OF THE SW 1/4 OF THE

CONTAINING 4670473 SQUARE FEET 107.219 ACRES) OF LAND, MORE OR LESS.

SECTION V

BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT AND ASTONIA NORTH, LLC

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of January, 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

ASTONIA NORTH, LLC, a Florida limited liability company, landowner and 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, effective January 7, 2020 (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 159.93 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 107.219 acres of additional land to the boundaries of the District, resulting in the District being comprised of approximately 267.149 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: Astonia North, LLC

4900 Dundee Road

Winter Haven, Florida 33884 Attn: Harold. R. Baxter

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]

above.	
ATTEST:	ASTONIA COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Vice Chairperson, Board of Supervisors
WITNESS (for Developer):	ASTONIA NORTH, LLC, a Florida limited liability company
D: (A)	By: Center State Development, LLC Its: Manager of Astonia North, LLC
Print Name:	By: HRB Land Investments, LLC Its: Manager of Center State Development, LLC
	Harold R. Baxter, Manager of HRB Land Investments, LLC

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

SECTION VI



Marsha M. Faux, CFA, ASA

Polk County Property Appraiser

2021 Data Sharing and Usage Agreement

ASTONIA CDD

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the **ASTONIA CDD**, hereinafter referred to as **agency**, can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in <u>FS 119.071</u>.

The confidentiality of personal identifying and location information including: names, physical/mailing/street addresses, parcel ID, legal property description, subdivision/neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as **confidential information**, **will be protected as follows**:

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

The term of this Agreement shall commence on **January 1, 2021** and shall run until **December 31, 2021**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

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

POLK COL	INTY PROPERTY APPRAISER	ASTONIA	CDD
Signature	Marche Faux	Signature:	gel Burn
Print:	Marsha M. Faux CFA, ASA	Print:	- Jill Burns
Title:	Polk County Property Appraiser	Title:	District Manager
Date:	December 1, 2020	Date:	12/2/20

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

SECTION VII

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, December 07, 2020 by and between the Astonia Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

- Section 197.3632 Florida Statutes, provides that special assessments of non-advalorem taxes levied by the Special District
 may be included in the assessment rolls of the County and collected in conjunction with advalorem taxes as assessed by the
 Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement
 providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance,
 incurred as a result of such inclusion.
- 2. The parties herein agree that, for the 2021 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Astonia Community Development District.
- 3. The term of this Agreement shall commence on January 1, 2021 or the date signed below, whichever is later, and shall run until December 31, 2021, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
- 4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
- 5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2021 TRIM Notice, the Special District shall provide proposed assessments no later than Friday, July 16, 2021. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
- 6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than**Wednesday, September 15, 2021. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2021 tax roll.
- 7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2021 tax roll. For the TRIM Notice, the Property Appraiser will require payment on or before Wednesday, September 15, 2021 for processing within the Property Appraiser budget year (October 1st September 30th).
- 8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
- 9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

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

Special District Repres	entative entative	m	Marsha M. Fau Polk County Pr By:
TIN BUV	ns		March
The second secon	nanager	12-7-200 Date	Marsha M. Fai

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

Marsha M. Faux, Property Appraiser

SECTION VIII

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, Florida Statutes, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, <u>local</u>, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration <u>or</u> that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

- Enroll your Special Districts on the E-Verify system, at: https://www.e-verify.gov/. An E-Verify enrollment checklist is available at https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
- 2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

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

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

SECTION IX

SECTION C

SECTION 1

ASTONIA

Community Development District

Summary of Checks

October 7, 2020 to December 31, 2020

Bank	Date	Check No.'s	Amount
General Fund	10/22/20	19	\$ 1,338.16
	11/10/20	20	\$ 5,000.00
	11/20/20	21	\$ 175.00
			\$ 6,513.16
			\$ 6,513.16

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER *** CHECK DATES 10/07/2020 - 12/31/2020 *** ASTONIA CDD-GENERAL FUND BANK A GENERAL FUND	CHECK REGISTER	RUN 1/04/21	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/22/20 00005 9/30/20 1041555 202009 310-51300-48000	*	556.50	
NOT BOS MEETING 9/2 9/30/20 1041555 202009 310-51300-48000	*	351.16	
NOT CDD MEETING 9/16 9/30/20 1041555 202009 310-51300-48000	*	430.50	
NOT BOS MEETING 9/28 THE LEDGER/NEWS CHIEF			1,338.16 000019
11/10/20 00003 8/31/20 11516 202010 310-51300-45000	*	5,000.00	
INSURANCE POLICY FY21 EGIS INSURANCE ADVISORS, LLC			5,000.00 000020
11/20/20 00004 10/01/20 83687 202010 310-51300-54000	*	175.00	
FY21 SPECIAL DISTRICT FEE DEPARTMENT OF ECONOMIC OPPORTUN	IITY		175.00 000021
TOTAL FOR BA	NK A	6,513.16	
		•	
TOTAL FOR RE	GISTER	6,513.16	

ASTO ASIONIA CDD FSOTO

SECTION 2

Community Development District

Unaudited Financial Reporting

November 30, 2020



Table of Contents

1 _	Balance Sheet
2 _	General Fund
3 _	Debt Service Fund
4 _	Capital Projects Fund
_	
5	Month to Month
6 _	Developer Contribution Schedule

Community Development District

Combined Balance Sheet November 30, 2020

	(General Fund	Debt Service Fund		Capital Projects Fund		Totals Governmental Funds	
Assets:								
Operating Account	\$	3,945	\$	-	\$	-	\$	3,945
Investments								
Series 2020								
Reserve	\$	-	\$	220,403	\$	-	\$	220,403
Interest	\$	-	\$	88,446	\$	-	\$	88,446
Revenue	\$	-	\$	1	\$	-	\$	1
Construction	\$	-	\$	-	\$	1,462,639	\$	1,462,639
Cost of Issuance	\$	-	\$	-	\$	26,575	\$	26,575
Total Assets	\$	3,945	\$	308,850	\$	1,489,214	\$	1,802,009
Liabilities:								
Accounts Payable	\$	12,745	\$	-	\$	-	\$	12,745
Contracts Payable	\$	-	\$	-	\$	209,013	\$	209,013
Retainage Payable	\$	-	\$	-	\$	79,282	\$	79,282
Due To Developer	\$	-	\$	-	\$	31,949	\$	31,949
Total Liabilities	\$	12,745	\$	-	\$	320,244	\$	332,989
Fund Balances:								
Unassigned	\$	(8,800)	¢		¢		¢	(8,800)
Assigned For Debt Service	\$ \$	(0,000)	\$ \$	308,850	\$	-	\$	308,850
3		-	\$ \$	300,030	\$	1160070	\$ \$	•
Reserved For Capital Projects	\$	-	\$	-	\$	1,168,970	\$	1,168,970
Total Fund Balances	\$	(8,800)	\$	308,850	\$	1,168,970	\$	1,469,021
Total Liabilities & Fund Balance	\$	3,945	\$	308,850	\$	1,489,214	\$	1,802,009

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2020

Engineering \$ 15,000 \$ 2,500 \$ - \$ 2 2 Attorney \$ 25,000 \$ 4,167 \$ 1,605 \$ 2 2 Attorney \$ 25,000 \$ 4,167 \$ 1,605 \$ 2 2 Attorney \$ 5,000 \$ 4,167 \$ 1,605 \$ 2 2 Attorney \$ 5,000 \$ 5 - \$ 5 - \$ 5 5 5 5 5 5 5 5 5 5 5 5 5			Adopted	Prora	ated Budget		Actual		
Total Revenues \$ 154,915 \$ 5,000 \$ 5,000 \$			Budget	Thru	11/30/20	Thru	11/30/20	V	ariance
Sample S	Revenues.								
Sagenditures: Sagenditures	Developer Contribution -	¢	154015	¢	F 000	¢	F 000	¢	
Expenditures: General & Administrative: Supervisor Fees \$ 12,000 \$ 2,000 \$. \$ 2,200 \$. \$ 2,200 \$. \$ \$ 2,200 \$. \$ \$ 2,200 \$. \$ \$ 2,200 \$. \$ \$ 2,200 \$. \$ \$ 2,200 \$. \$ \$. \$ \$ 2,200 \$. \$ \$. \$ \$ 2,200 \$. \$ \$. \$ \$. \$ \$. \$ \$ 2,200 \$. \$. \$. \$ \$. \$ \$. \$ \$. \$ \$. \$ \$. \$ \$. \$ \$. \$ \$. \$ \$. \$ \$. \$. \$ \$. \$. \$ \$. \$. \$ \$. \$. \$ \$. \$. \$ \$. \$. \$ \$. \$. \$. \$ \$. \$. \$ \$. \$. \$. \$ \$.	Developer Contributions		154,915	\$	5,000	\$	5,000	\$	-
Supervisor Fees \$ 12,000 \$ 2,000 \$. \$ \$ 2,000 \$. \$ \$ 2,000 \$. \$ \$ 2,000 \$. \$ \$ 2,000 \$. \$ \$ 2,000 \$. \$ \$ 2,000 \$. \$ 5 2,000 \$. \$ 5 2,000 \$. \$ 5 . \$ 2,000 \$. \$ 5 . \$ 2,000 \$. \$ 5 . \$ 2,000 \$. \$ 5 . \$ 5 . \$ 2,000 \$. \$ 5	Total Revenues	\$	154,915	\$	5,000	\$	5,000	\$	-
Supervisor Fees	Expenditures:								
Engineering	General & Administrative:								
Attorney \$ 25,000 \$ 4,167 \$ 1,605 \$ 2 Annual Audit \$ 4,000 \$. \$. \$. \$ Annual Audit \$ 4,000 \$. \$. \$. \$ Dissemination \$ 5,000 \$. \$. \$. \$ Arbitrage \$ 5,000 \$. 833 \$ 833 \$ Arbitrage \$ 5650 \$. \$. \$. \$ Trustee Fees \$ 3,5500 \$. \$. \$. \$ Management Fees \$ 3,5500 \$. \$. \$. \$ Management Fees \$ 3,5500 \$. \$. \$. \$ Management Fees \$ 3,5500 \$. \$. \$. \$ Management Fees \$ 3,5500 \$. \$. \$. \$ Management Fees \$ 3,5500 \$. \$. \$. \$ Management Fees \$ 3,5500 \$. \$. \$. \$ Management Fees \$ 3,5500 \$. \$. \$. \$ Management Fees \$ 3,5000 \$. \$ Managemen	Supervisor Fees	\$	12,000	\$	2,000	\$	-	\$	2,000
Annual Audit	Engineering	\$	15,000	\$	2,500	\$	-	\$	2,500
Assessment Administration \$ 5,000 \$. \$. \$. \$. \$. \$. \$. \$. \$.	Attorney	\$	25,000	\$	4,167	\$	1,605	\$	2,562
Dissemination S 5,000 S 833 S 833 S	Annual Audit	\$	4,000	\$	-	\$	-	\$	-
Arbitrage \$ 650 \$ - \$ - \$ 5	Assessment Administration	\$	5,000	\$	-	\$	-	\$	-
Trustee Fees \$ 3,550 \$. \$. \$. \$ Management Fees \$ 35,000 \$ 5,833 \$ 5,833 \$ \$ Information Technology \$ 2,350 \$ 392 \$ 250 \$ 7 8 8 8 8 8 8 9 8 9 9 9 9 9 9 9 9 9 9 9	Dissemination	\$	5,000	\$	833	\$	833	\$	(0)
Management Fees \$ 35,000 \$ 5,833 \$ 5,833 \$ 1	Arbitrage	\$	650	\$	-	\$	-	\$	-
Information Technology \$ 2,350 \$ 392 \$ 250 \$ Telephone \$ 3000 \$ 50 \$ - \$ Postage & Delivery \$ 1,000 \$ 167 \$ 3 \$ Insurance \$ 5,000 \$ 5,000 \$ Printing & Binding \$ 1,000 \$ 167 \$ 41 \$ Legal Advertising \$ 10,000 \$ 167 \$ 41 \$ Legal Advertising \$ 10,000 \$ 1,667 \$ 505 \$ 1 Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Office Supplies \$ 625 \$ 104 \$ 5 \$ Travel Per Diem \$ 660 \$ 110 \$ - \$ Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$ Total General & Administrative: \$ 131,310 \$ 23,998 \$ 14,580 \$ 9 Operations & Maintenance Field Services Property Insurance \$ 5,000 \$ - \$ - \$ Field Management \$ 3,750 \$ - \$ - \$ Landscape Maintenance \$ 9,490 \$ - \$ - \$ Streedlights \$ 1,575 \$ - \$ Streedlights Aghalit Maintenance \$ 9,490 \$ - \$ Streedlights \$ 1,575 \$ - \$ Streedlights Aghalit Maintenance \$ 125 \$ - \$ Streedlights Aghalitenance \$ - \$ Streedlights Aghalitenance \$ 125 \$ - \$ Streedlights Aghalitenance \$ - \$ Streedlights Aghalitenance \$ 125 \$ - \$ Streedlights Aghalitenance \$ - \$ Streedligh	Trustee Fees	\$	3,550	\$	-	\$	-	\$	-
Telephone \$ 300 \$ 50 \$ - \$ Postage & Delivery \$ 1,000 \$ 167 \$ 3 \$ \$ Printing & Binding \$ 1,000 \$ 167 \$ 41 \$ \$ Printing & Binding \$ 1,000 \$ 1667 \$ 500 \$ 5,000 \$ \$ 5,000 \$ \$ 1,667 \$ 41 \$ \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ 1 \$ 1 \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ 1 \$ 1 \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ 1 \$ 1 \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ 1 \$ \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ 1 \$ \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ \$ 1 \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ \$ 1 \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ \$ 1 \$ Printing & Binding \$ 1,000 \$ 1,667 \$ 505 \$ \$ 1 \$ Printing & Binding \$ 1,000 \$ \$ 1,667 \$ 505 \$ \$ 1 \$ Printing & Binding \$ 1,000 \$ \$ 1,667 \$ \$ 505 \$ \$ \$ \$ Printing & Binding \$ 1,000 \$ \$ 1,667 \$ \$ 505 \$ \$ \$ Printing & Binding \$ 1,000 \$ \$ 1,667 \$ \$ 505 \$ \$ \$ Printing & Binding \$ 1,000 \$ \$ 1,667 \$ \$ \$ \$ \$ \$ Printing & Binding \$ 1,000 \$ \$ 1,667 \$ \$ \$ \$ \$ \$ \$ Printing & Binding \$ 1,000 \$ \$ 1,667 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Management Fees	\$	35,000	\$	5,833	\$	5,833	\$	(0
Postage & Delivery \$ 1,000 \$ 167 \$ 3 \$ \$ Insurance \$ 5,000 \$ 5	Information Technology	\$	2,350	\$	392	\$	250	\$	142
Insurance \$ 5,000 \$ 5,000 \$ 5,000 \$ Printing & Binding \$ 1,000 \$ 167 \$ 41 \$ \$ Legal Advertising \$ 10,000 \$ 1,667 \$ 505 \$ 1 Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Other Current Charges \$ 104 \$ 5 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Telephone	\$	300	\$	50	\$	-	\$	50
Printing & Blinding \$ 1,000 \$ 167 \$ 41 \$ \$ 1 \$ \$ \$ \$ \$ \$ \$	Postage & Delivery	\$	1,000	\$	167	\$	3	\$	164
Legal Advertising	Insurance	\$	5,000	\$	5,000	\$	5,000	\$	-
Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Office Supplies \$ 625 \$ 104 \$ 5 \$ Travel Per Diem \$ 660 \$ 110 \$ - \$ Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$ Total General & Administrative: \$ 131,310 \$ 23,998 \$ 14,580 \$ 9 **Total General & Administrative: \$ 3,750 \$ - \$ - \$ Field Management \$ 3,750 \$ - \$ - \$ Landscape Maintenance \$ 9,490 \$ - \$ - \$ Streedlights \$ 1,575 \$ - \$ - \$ Streedlights \$ 1,575 \$ - \$ - \$ Streedlights \$ 1,575 \$ - \$ - \$ Sidewalk & Asphalt Maintenance \$ 90 \$ - \$ - \$ Sidewalk & Asphalt Maintenance \$ 125 \$ - \$ Lirrigation Repairs & Maintenance \$ 1,250 \$ - \$ - \$ Contingency \$ 625 \$ - \$ - \$ **Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ **Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ **Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ **Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ **Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ **Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ **Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 **Excess Revenues (Expenditures) \$ - \$ - \$ **Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9	Printing & Binding	\$	1,000	\$	167	\$	41	\$	126
Other Current Charges \$ 5,000 \$ 833 \$ 330 \$ Office Supplies \$ 625 \$ 104 \$ 5 \$ Travel Per Diem \$ 660 \$ 110 \$ - \$ Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$ Total General & Administrative: \$ 131,310 \$ 23,998 \$ 14,580 \$ 9 **Total General & Administrative: \$ 31,310 \$ 23,998 \$ 14,580 \$ 9 **Operations & Maintenance** **Field Services** Property Insurance \$ 5,000 \$ - \$ - \$ - \$ Field Management \$ 3,750 \$ - \$ - \$ Landscape Maintenance \$ 9,490 \$ - \$ - \$ Streedlights \$ 1,575 \$ - \$ - \$ Streedlights \$ 1,575 \$ - \$ - \$ Electric \$ 225 \$ - \$ - \$ Water & Sewer \$ 90 \$ - \$ - \$ Sidewalk & Asphalt Maintenance \$ 125 \$ - \$ General Repairs & Maintenance \$ 1,250 \$ - \$ - \$ General Repairs & Maintenance \$ 1,250 \$ - \$ - \$ Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ Total Operations & Maintenance \$ 1,250 \$ - \$ - \$ Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 **Excess Revenues (Expenditures) \$ - \$ - \$ - \$ **Total Expenditures \$ 1,250 \$ - \$ - \$ - \$ **Total Exp		\$	10,000	\$	1,667	\$	505	\$	1,162
Office Supplies \$ 625 \$ 104 \$ 5 \$ Travel Per Diem \$ 660 \$ 110 \$ - \$ \$ Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$ Total General & Administrative: \$ 131,310 \$ 23,998 \$ 14,580 \$ 9 Total General & Administrative: \$ 131,310 \$ 23,998 \$ 14,580 \$ 9 **Total General & Administrative: **Subscriptions** **Total General & Administrative: **Subscriptions** **Subscriptionsc		\$	5,000	\$	833	\$	330	\$	503
Travel Per Diem \$ 660 \$ 110 \$ - \$ Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 Total General & Administrative: \$ 131,310 \$ 23,998 \$ 14,580 \$ 9 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 \$ - \$ - \$ \$ - \$ Urrigation Repairs \$ 625 \$ - \$ - \$ \$ - \$ Contingency \$ 625 \$ - \$ - \$ \$ - \$ Total Operations & Maintenance \$ 134,915 \$ 23,998 \$ 14,580 \$ 9		\$	625	\$	104	\$	5	\$	99
Dues, Licenses & Subscriptions \$ 175		\$	660	\$	110	\$	-	\$	110
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 \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 Excess Revenues (Expenditures) \$ (9,580)	Dues, Licenses & Subscriptions	\$	175		175		175		-
Field Services Freld Management \$ 5,000 \$ -	Total General & Administrative:	\$	131,310	\$	23,998	\$	14,580	\$	9,418
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 \$ 154,915 \$ 23,998 \$ 14,580 \$ 9	Operations & Maintenance								
Field Management	Field Services								
Landscape Maintenance \$ 9,490 \$ - \$ \$ Landscape Replacement \$ 850 \$ - \$ \$ Streetlights \$ 1,575 \$ - \$ \$ Electric \$ 225 \$ - \$ \$ Water & Sewer \$ 90 \$ - \$ \$ Water & Sewer \$ 90 \$ - \$ \$ Sidewalk & Asphalt Maintenance \$ 125 \$ - \$ \$ Irrigation Repairs \$ 625 \$ - \$ \$ General Repairs & Maintenance \$ 1,250 \$ - \$ \$ Contingency \$ 625 \$ - \$ \$ Total Operations & Maintenance \$ 23,605 \$ - \$ \$ Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 Excess Revenues (Expenditures) \$ (9,580)	Property Insurance	\$	5,000	\$	-	\$	-	\$	-
Landscape Replacement	Field Management	\$	3,750	\$	-	\$	-	\$	-
Streetlights \$ 1,575 \$ - \$ - \$	Landscape Maintenance	\$	9,490	\$	-	\$	-	\$	-
Selectric \$ 225	Landscape Replacement	\$	850	\$	-	\$	-	\$	-
Water & Sewer \$ 90 \$ - \$ - \$ Sidewalk & Asphalt Maintenance \$ 125 \$ - \$ Irrigation Repairs \$ 625 \$ - \$ General Repairs & Maintenance \$ 1,250 \$ - \$ Contingency \$ 625 \$ - \$ Total Operations & Maintenance \$ 23,605 \$ - \$ Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9	Streetlights	\$	1,575	\$	-	\$	-	\$	-
Sidewalk & Asphalt Maintenance	Electric	\$	225	\$	-	\$	-	\$	-
Irrigation Repairs \$ 625 \$ - \$ - \$ \$ General Repairs & Maintenance \$ 1,250 \$ - \$ - \$ \$ Contingency \$ 625 \$ - \$ - \$ \$ Total Operations & Maintenance \$ 23,605 \$ - \$ - \$ \$ Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 Excess Revenues (Expenditures) \$ (9,580)	Water & Sewer	\$	90	\$	-	\$	-	\$	-
General Repairs & Maintenance \$ 1,250 \$ - \$ - \$ Contingency \$ 625 \$ - \$ - \$ Total Operations & Maintenance \$ 23,605 \$ - \$ - \$ Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 Excess Revenues (Expenditures) \$ (9,580)	Sidewalk & Asphalt Maintenance	\$	125	\$	-	\$	-	\$	-
Contingency \$ 625 \$ - \$ - \$ \$ Total Operations & Maintenance \$ 23,605 \$ - \$ - \$ \$ Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 Excess Revenues (Expenditures) \$ - \$ (9,580)	Irrigation Repairs	\$	625	\$	-	\$	-	\$	-
Total Operations & Maintenance \$ 23,605 \$ - \$ - \$ Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 Excess Revenues (Expenditures) \$ (9,580)	General Repairs & Maintenance	\$	1,250	\$	-	\$	-	\$	-
Total Expenditures \$ 154,915 \$ 23,998 \$ 14,580 \$ 9 Excess Revenues (Expenditures) \$ - \$ (9,580)	Contingency	\$	625	\$	-	\$	-	\$	-
Excess Revenues (Expenditures) \$ - \$ (9,580)	Total Operations & Maintenance	\$	23,605	\$	-	\$	-	\$	-
	Total Expenditures	\$	154,915	\$	23,998	\$	14,580	\$	9,418
Fund Balance - Beginning \$ - \$ 780	Excess Revenues (Expenditures)	\$	-			\$	(9,580)		
	Fund Balance - Beginning	\$	-			\$	780		
Fund Balance - Ending \$ - \$ (8,800)	Fund Balance - Ending	\$				\$	(8.800)		

Community Development District

Debt Service Funds

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2020

	Adopted		Prorate	ed Budget		Actual		
	Buc	lget	Thru 1	1/30/20	Thru	ı 11/30/20	0 Variance	
Revenues								
Interest	\$	-	\$	-	\$	2	\$	2
Total Revenues	\$	-	\$	-	\$	2	\$	2
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Capital Outlay - Cost Of Issuance	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	•	\$	
Other Financing Sources/(Uses)								
Transfer In/Out	\$	-	\$	-	\$	(1)	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	(1)	\$	
Excess Revenues (Expenditures)	\$	-			\$	1		
Fund Balance - Beginning	\$	-			\$	308,849		
Fund Balance - Ending	\$	-			\$	308,850		

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2020

	Adopted		Prorate	d Budget		Actual			
	Budget		Thru 11	Thru 11/30/20		Thru 11/30/20		Variance	
Revenues									
Interest	\$	-	\$	-	\$	13	\$	13	
Total Revenues	\$	-	\$	-	\$	13	\$	13	
Expenditures:									
Capital Outlay	\$	-	\$	-	\$	3,000	\$	(3,000)	
Capital Outlay - Cost Of Issuance	\$	-	\$	-	\$	6,841	\$	(6,841)	
Total Expenditures	\$	-	\$	-	\$	9,841	\$	(9,841)	
Other Financing Sources/(Uses)									
Transfer In/Out	\$	-	\$	-	\$	1	\$	-	
Total Other Financing Sources (Uses)	\$	-	\$		\$	1	\$	-	
Excess Revenues (Expenditures)	\$	-			\$	(9,827)			
Fund Balance - Beginning	\$	-			\$	1,178,797			
Fund Balance - Ending	\$				\$	1,168,970			

Community Development District Month to Month

		0ct	Nov		Dec J	an F	eb	Mar	Apr	May	Jun	Jul Au	ıg S	Бер	Total
Revenues															
Developer Contributions	\$	5,000	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Total Revenues	\$	5,000	3	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Expenditures:															
General & Administrative:															
Supervisor Fees	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
FICA Expense	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Annual Audit	\$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Trustee Fees	\$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$	417	\$ 41	7 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	833
Arbitrage	\$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Engineering	\$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Attorney	\$	1,605	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,605
Assessment Administration	\$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$	2,917	\$ 2,91	7 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,833
Information Technology	\$	125	\$ 12	5 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	250
Telephone	\$	_		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Postage & Delivery	\$		\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3
Insurance	\$	5,000		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Printing & Binding	\$	39		1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	41
Legal Advertising	\$	505		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	505
Other Current Charges	\$	65		5 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	330
Office Supplies	\$			3 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5
Property Appraiser	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Property Taxes	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dues, Licenses & Subscriptions	\$	175		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$	10,853		7 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	14,580
Operations & Maintenance		10,633	э 3,72	<i>/</i> 3	- 3	- 3	- 3	- 3	- 3	- 3	- 3	- J	- 3	- 3	14,560
Field Services															
Property Insurance	\$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Field Management	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	_
Landscape Maintenance	\$			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Landscape Replacement	\$			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Streetlights	\$			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	_
Electric	\$			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	_
Water & Sewer	Þ	-	J.	- J	- ⊅	- ф	- 4	- 4	- ⊅	- 3	- 4	- \$	- 4	- 4	-
Sidewalk & Asphalt Maintenance															
Irrigation Repairs	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
General Repairs & Maintenance	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Contingency	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Total Maintenance	\$	-		- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Expenditures	\$	10,853	\$ 3,72	7 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	14,580
Excess Revenues (Expenditures)	\$	(5,853)	\$ (3,72	7) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(9,580)

Astonia

Community Development District

Developer Contributions/Due from Developer

Funding Request	Prepared Date	Payment Received	Check/Wire	Total Funding	General Fund	General Fund	Over and (short)
#		Date	Amount	Request	Portion (FY20)	Portion (FY21)	Balance Due
FY20							
1	1/9/20	2/26/20	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		\$ -
2	3/26/20	4/16/20	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		\$ -
3	6/10/20	8/12/20	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		\$ -
4	8/17/20	8/26/20	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ -
FY21							
1	9/21/20	9/30/20	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -
Due from Deve	loper		\$ 75,000.00	\$ 75,000.00	\$ 70,000.00	\$ 5,000.00	\$ -

Total Developer Contributions FY21

\$ 5,000.00

SECTION 3

Requisition	Payee/Vendor	Amount
1	Atlantic TNG, LLC	\$ 39,627.00
2	Tucker Paving, Inc	\$ 152,760.01
3	Ernie Caldwell Properties, LLC	\$ 1,027,978.16
4	Tucker Paving, Inc	\$ 377,733.02
5	TNG, LLC	\$ 75,187.00
6	Ferguson Waterworks	\$ 52,239.10
7	Furr, Wegman & Banks Architects, P.A.	\$ 10,000.00
8	Hopping, Green & Sams	\$ 240.35
9	G.B. Collins Engineering	\$ 3,000.00
10	Greenberg Traurig	\$ 1,013.50
11	Tucker Paving, Inc	\$ 315,358.61
12	Ferguson Waterworks	\$ 205,453.68
13	Atlantic TNG, LLC	\$ 2,687.00
14	Ernie Caldwell Properties, LLC	\$ 46,943.54
15	Hopping, Green & Sams	\$ 872.00
16	Tucker Paving, Inc	\$ 307,290.38
17	Atlantic TNG, LLC	\$ 14,034.00
18	Ferguson Waterworks	\$ 266,924.76
19	Wood & Associates Engineering, LLC	\$ 468.75
20	Hopping, Green & Sams	\$ 5,165.45
	TOTAL	\$ 2,904,976.31