

Astoria
Community Development District

Meeting Agenda

October 13, 2021

AGENDA

Astoria

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

October 6, 2021

**Board of Supervisors
Astoria
Community Development District**

Dear Board Members:

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

Zoom Video Join Link: <https://us06web.zoom.us/j/89804024181>

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

Meeting ID: 898 0402 4181

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. Organizational Matters
 - A. Acceptance of Resignation from Reggie Baxter
 - B. Appointment to Fill the Vacant Board Seat
 - C. Administration of Oath to Newly Appointed Supervisor
 - D. Consideration of Resolution 2022-01 Electing Officers
4. Approval of Minutes of the August 11, 2021 Board of Supervisors Meeting
5. Consideration of Resolution 2022-02 Ratifying Series 2021 Bonds
6. Consideration of Amended and Restated Disclosure of Public Financing

¹ Comments will be limited to three (3) minutes

7. Consideration of Assignment of Contract for the North Parcel Construction Contract
8. Consideration of Audit Services Engagement Letter for Fiscal Year 2021 Audit
9. Consideration of Resolution 2022-03 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings
10. Staff Reports
 - A. Attorney
 - i. Memorandum Regarding Wastewater Services and Stormwater Management Needs Analysis
 - B. Engineer
 - C. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Series 2021 AA2 Requisitions #1 to #4
 - iv. Summary of Series 2021 North Parcel Requisitions #1 to #25
11. Other Business
12. Supervisors Requests and Audience Comments
13. Adjournment

SECTION III

SECTION A

Please let this be notice that I will be resigning from the Astoria CDD Board of Supervisors.

Thank You,

Reggie Baxter
Center State Development, LLC
4900 Dundee Rd.
Winter Haven, FL 33884
Cell: (863) 287-9904
Office: (863) 280-6921
Email: reggie@centerstatedev.com

SECTION D

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA
COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF
THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Astonia Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chairperson and by electing a Secretary, and such other officers as the Board may deem necessary.

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

- 1. DISTRICT OFFICERS.** The District officers are as follows:

_____	is appointed Chairperson.
_____	is appointed Vice-Chairperson.
_____	is appointed Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.

- 2. CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of October 2021

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

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, **August 11, 2021** at 1:00 p.m. at 4900 Dundee Rd., Winter Haven, Florida.

Present and constituting a quorum:

Reggie Baxter
Halsey Carson
Brent Elliott

Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk

District Manager, GMS
KE Law Group

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

**Ratification of Joint Letter from Hopping
Green & Sams and KE Law Group
Regarding District Counsel
Representation**

Ms. Burns stated that this was already signed outside of the meeting and it just needed to be ratified by the Board.

On MOTION by Mr. Elliott, seconded by Mr. Baxter, with all in favor, the Joint Letter from Hopping Green & Sams and KE Law Group Regarding District Counsel Representation, was ratified.

FOURTH ORDER OF BUSINESS

**Consideration of Fee Agreement with KE
Law Group**

Ms. Burns stated this agreement contained the same fees that the prior agreement had. She stated that Mr. Van Wyk was on the phone if anyone had any questions. Hearing none,

On MOTION by Mr. Baxter, seconded by Mr. Elliott, with all in favor, the Fee Agreement with KE Law Group, was approved.

FIFTH ORDER OF BUSINESS

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

Ms. Burns presented the July 14, 2021, Board of Supervisors meeting minutes and asked for any comments, changes, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Baxter, seconded by Mr. Elliott, with all in favor, the Minutes of the July 14, 2021, Board of Supervisors Meeting, were approved.

SIXTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2022 Budget

Ms. Burns asked for a motion to open the public hearing. She stated that the hearing had been advertised in the paper.

On MOTION by Mr. Baxter, seconded by Mr. Elliott, with all in favor, Opening the Public Hearing, was approved.

**i. Consideration of Resolution 2021-19 Adoption of the District's Fiscal Year
2022 Budget and Appropriating Funds**

Ms. Burns stated that this resolution adopted the budget and was included in the Board member's agenda packages. She stated that the budget had minor changes from the last time the Board saw it.

On MOTION by Mr. Baxter, seconded by Mr. Elliott, with all in favor, Resolution 2021-19 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds, was approved as amended.

On MOTION by Mr. Baxter, seconded by Mr. Elliott, with all in favor, Closing the Public Hearing, was approved.

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns asked for a motion to open the public hearing. She stated that this had been advertised in the paper.

On MOTION by Mr. Elliott, seconded by Mr. Baxter, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2021-20 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated that this was included in the Board member's packets. She reviewed the assessments for the Board and said this resolution adopted the roll that they would certify to the county.

On MOTION by Mr. Baxter, seconded by Mr. Elliott, with all in favor, Resolution 2021-20 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

On MOTION by Mr. Carson, seconded by Mr. Elliott, with all in favor, Closing the Public Hearing, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Assignment and Amendment to the Boundary Amendment Funding Agreement with Center State Development, LLC and Chateau at Astonia, LLC**

Ms. Burns presented the consideration and stated it would move the funding agreement from Center State Development, LLC to Chateau at Astonia, LLC.

On MOTION by Mr. Baxter, seconded by Mr. Elliott, with all in favor, the Assignment and Amendment to the Boundary Amendment Funding Agreement with Center State Development, LLC and Chateau at Astonia, LLC, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2021-21 Designation of Regular Monthly Meeting**

**Date, Time, and Location for Fiscal Year
2022**

Ms. Burns suggested the meeting schedule be the same as it currently is. The meeting dates in Fiscal Year 2021 were the 2nd Wednesday of the month at 1:00 p.m. The Board had no questions and agreed to keep this schedule for the new fiscal year.

On MOTION by Mr. Carson, seconded by Mr. Elliott, with all in favor, Resolution 2021-21 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2022, was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2021-22 Re-
Designating the Registered Agent for the
District**

Ms. Burns stated that Mr. Van Wyk and Hopping Green & Sams were previously the registered agent, and this resolution would change the registered agent to Ms. Burns and her office. She elaborated that this meant that any correspondence with the state would get sent to her office.

On MOTION by Mr. Baxter, seconded by Mr. Elliott, with all in favor, Resolution 2021-22 Redesignating the Registered Agent for the District, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk had nothing further to report.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register from May 6th through August 5th, and asked for a motion to approve. The total amount was \$24,671.37.

On MOTION by Mr. Elliott seconded by Mr. Baxter, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated the financial packets were included in the package. The Board did not have any questions.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed

TWELTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Baxter, seconded by Mr. Carson with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$10,065,000 ASTONIA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA TWO PROJECT) AND THE SALE AND CLOSING OF \$7,155,000 ASTONIA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (NORTH PARCEL ASSESSMENT AREA PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Astonia Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida; and

WHEREAS, the District previously adopted Resolution No. 2020-27 and Resolution No. 2021-10, on February 13, 2020 and May 12, 2021, respectively (together, the “**Bond Resolution**”), authorizing the issuance of \$10,065,000 Astonia Community Development District Special Assessment Bonds, Series 2021 (Assessment Area Two Project) and \$7,155,000 Astonia Community Development District Special Assessment Bonds, Series 2021 (North Parcel Assessment Area Project) by the District (together, the “**Bonds**”), for the purpose of financing a portion of the acquisition and/or construction of the District’s “Assessment Area Two Project” and “North Parcel Assessment Area Project”; and

WHEREAS, the District closed on the issuance of the Bonds on July 20, 2021; and

WHEREAS, as prerequisites to the issuance of the Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (the “**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Assessment Area Two Bonds.

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

SECTION 1. The issuance of the Bonds, the adoption of resolutions relating to such Bonds, and all actions taken in the furtherance of the closing on such Bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 13th day of October 2021.

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION VI

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Astonia Community Development District
c/o Governmental Management Services
Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801

**AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING¹ AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN
BY THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors²

Astonia Community Development District

Reggie Baxter
Chairperson

Milton Andrade
Assistant Secretary

Brian Walsh
Vice Chairperson

Brent Elliot
Assistant Secretary

Halsey Carson
Assistant Secretary

Governmental Management Services – Central Florida, LLC
District Manager
219 East Livingston Street
Orlando, Florida 32801
(407) 841-5524

District records are on file at the offices of Governmental Management Services – Central Florida, LLC, located at 219 East Livingston Street, Orlando, Florida 32801, and at the District's local records office at 346 East Central Avenue, Winter Haven, Florida 33880, and are available for public inspection upon request during normal business hours.

¹ This amends, supplements and restates the Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Astonia Community Development District, recorded in the Official Records Book 11428, Pages 1760-1770, inclusive, of the Public Records of Polk County, Florida.

² This list reflects the composition of the Board of Supervisors as of September 8, 2021. For a current list of Board members, please contact the District Managers Office.

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ASTONIA COMMUNITY DEVELOPMENT DISTRICT

Introduction

The Astonia Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**AMENDED AND RESTATED DISCLOSURE OF
PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Astonia Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. 2020-002, enacted by the Board of County Commissioners of Polk County, Florida (“County Commission”), effective January 7, 2020, as amended by Ordinance No. 2021-023, enacted by the County Commission, effective April 6, 2021. The District encompasses approximately 267.15 acres of land, more or less, located within unincorporated Polk County (“County”). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally

subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The District is comprised of approximately 267.15 acres of land located within the County. The legal description of the lands encompassed within the District is attached hereto as Exhibit "A." The public infrastructure necessary to support the District's development program includes, but is not limited to, roadways, stormwater management system facilities, off-site improvements; water and wastewater facilities, recreational facilities, entry feature, landscaping, hardscaping and irrigation, and street lighting. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted a *First Amendment to Engineer's Report for Capital Improvements*, dated February 17, 2021, which amends the *Engineer's Report for Capital Improvements*, dated February 3, 2020, as supplemented by the *Supplemental Engineer's Report for Capital Improvements*, dated May 14, 2020 (collectively, the "Engineer's Report"), as amended and supplemented, which details all of the improvements contemplated for the completion of the infrastructure of the District (as amended and supplemented, the "Capital Improvement Plan"). Copies of the Engineer's Report are available for review in the District's public records.

These public infrastructure improvements have been and will be funded by the District's sale of bonds. On June 10, 2020, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$23,500,000 in Special Assessment Bonds for infrastructure needs of the District.

On September 24, 2020, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District associated with the development of Phase 1 (the "Assessment Area One Project") of the District. On that date, the District issued its Astoria Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One Project), in the principal amount of \$3,830,000 (the "Assessment Area One Bonds"). Proceeds of the Assessment Area One Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Assessment Area One Project.

On July 20, 2021, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to the District associated with the development of "Phase 2" (the "Assessment Area Two Project"), and development of the "North Parcel" (the "North Parcel Assessment Area Project") of the District. On that date, the District issued its Astoria Community Development District Special Assessment Bonds, Series 2021 (Assessment Area Two Project), in the principal amount of \$10,065,000 (the "Assessment Area Two Bonds"), and its Astoria Community Development District Special Assessment Bonds, Series 2021 (North Parcel Assessment Area Project), in the principal amount of \$7,155,000 (the "North Parcel Assessment Area Bonds" and, together with the Assessment Area Two Bonds, the "Series 2021 Bonds"). Proceeds of the Series 2021 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Assessment Area Two Project and the North Parcel Assessment Area Project.

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the County and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0230H (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the Polk County Public Utilities. The water system will be a "looped" system. These facilities will be

installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be Polk County Public Utilities. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Ernie Caldwell Blvd, northwest of the site.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2021; Phase 2 in 2022; Astonia North in 2024. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the County.

Public Amenities and Parks

The District will provide funding for the public Amenity Facilities to include the following: pavilion with tot lot, dog park/all-purpose play field, walking trails, and passive parks throughout the Development which will include benches and walking trails.

Electric and Lighting

The electric distribution system through the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included in the cost estimate of the CIP.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Development will be constructed or

acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

Assessments, Fees and Charges

A portion of the master infrastructure improvements of the Assessment Area One Project, the Assessment Area Two Project, and the North Parcel Assessment Area Project (together, the “Project”), identified in the District’s Capital Improvement Plan, will be financed by the District from the proceeds of the sale of its Assessment Area One Bonds, Assessment Area Two Bonds and North Parcel Assessment Area Bonds, respectively (together, the “Bonds”). The amortization schedules for the Bonds are available in the District’s public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District’s *Amended and Restated Master Assessment Methodology*, dated April 14, 2021, as supplemented by the *Supplemental Assessment Methodology – Phase I*, dated September 3, 2020, and further supplemented by the *Supplemental Assessment Methodology – Assessment Area Two (Series 2021) and North Parcel Assessment Area (Series 2021)*, dated July 8, 2021 (collectively, the “Assessment Report”), are available for review in the District’s public records.

The Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District’s Assessment Area One Project (the “Assessment Area One Special Assessments”), the Assessment Area Two Project (the “Assessment Area Two Special Assessments”), and the North Parcel Assessment Area Project (the “North Parcel Assessment Area Special Assessments” and, together with the Assessment Area One Special Assessments and Assessment Area Two Special Assessments, the “Special Assessments”). The Special Assessments will be levied initially on the approximately 267.15 acres of land, more or less, located within the District. The Special Assessments are typically billed in the same manner as are County ad valorem taxes but may be billed directly by the District. The Special Assessments are levied in accordance with the District’s Assessment Report and represent an allocation of the costs of the Project to those lands within the District benefiting from the Project, respectively.

The Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District’s Project (the “Special Assessments”). The Special Assessments will be levied initially on the approximately 267.15 acres of land, located within the District. The Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Special Assessments are levied in accordance with the District’s Assessment Report and represent an allocation of the costs of the Project to those lands within the District benefiting from the Project.

The Special Assessments above exclude any operations and maintenance assessments (“O&M Assessments”), which may be determined and calculated annually by the District’s

Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District' Special Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. **As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.** The District may also elect to collect the assessment directly.

This description of the Astonia Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Astonia Community Development District, 219 E. Livingston St., Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____ 2021, as approved by the District Board, and recorded in the Official Records of Polk County, Florida.

**ASTONIA
COMMUNITY DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by _____, as Chairperson of the Board of Supervisors of the Astonia Community Development District.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

Exhibit A
Legal Description

PHASE 1 DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST IN POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516 AND OFFICIAL RECORDS BOOK 11075, PAGE 1763, BOTH OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N89°40'16"E, A DISTANCE OF 1316.79 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, AND TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516, N89°38'14"E, A DISTANCE OF 708.93 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516; THENCE WITH THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516 THE FOLLOWING SEVEN (7) COURSES: 1) S02°00'48"E, A DISTANCE OF 31.96 FEET; 2) SOUTHEASTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 28°43'45" AND A CHORD BEARING AND DISTANCE OF S16°22'40"E, 687.21 FEET) FOR AN ARC DISTANCE OF 694.46 FEET TO A POINT OF NON-TANGENCY; 3) N57°11'19"E, A DISTANCE OF 285.23 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY, PER O.R. 9308, PG. 2093 & O.R. 7777, PG. 1349) OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; 4) WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID ERNIE CALDWELL BOULEVARD, SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 05°12'38" AND A CHORD BEARING AND DISTANCE OF S32°48'41"E, 100.00 FEET) FOR AN ARC DISTANCE OF 100.03 FEET TO A POINT OF NON-TANGENCY; 5) LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID ERNIE CALDWELL BOULEVARD, S57°11'19"W, A DISTANCE OF 285.23 FEET; 6) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1385.00 FEET, A CENTRAL ANGLE OF 21°30'05" AND A CHORD BEARING AND DISTANCE OF S45°37'51"E, 516.70 FEET) FOR AN ARC DISTANCE OF 519.75 FEET TO A POINT OF NON-TANGENCY; 7) WITH THE EAST LINE WITH THE NORTHWEST 1/4 OF SAID SECTION 22, S00°34'03"E, A DISTANCE OF 1126.63 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING TWENTY-THREE (23) COURSES: 1) N86°53'43"W, A DISTANCE OF 12.69 FEET; 2) N87°23'02"W, A DISTANCE OF 65.40 FEET; 3) S87°44'53"W, A DISTANCE

OF 34.73 FEET; 4) S82°19'26"W, A DISTANCE OF 41.07 FEET; 5) S73°10'25"W, A DISTANCE OF 16.81 FEET; 6) S70°46'24"W, A DISTANCE OF 24.09 FEET; 7) S70°28'57"W, A DISTANCE OF 16.64 FEET; 8) S61°58'48"W, A DISTANCE OF 36.62 FEET; 9) S57°16'53"W, A DISTANCE OF 63.50 FEET; 10) S46°20'51"W, A DISTANCE OF 35.85 FEET; 11) S35°40'32"W, A DISTANCE OF 14.37 FEET; 12) S35°36'06"W, A DISTANCE OF 15.07 FEET; 13) S29°16'16"W, A DISTANCE OF 33.67 FEET; 14) S28°02'33"W, A DISTANCE OF 100.08 FEET; 15) S29°35'32"W, A DISTANCE OF 41.20 FEET; 16) S37°51'45"W, A DISTANCE OF 60.25 FEET; 17) S48°18'53"W, A DISTANCE OF 16.90 FEET; 18) S56°17'21"W, A DISTANCE OF 18.08 FEET; 19) S62°22'59"W, A DISTANCE OF 10.29 FEET; 20) S89°37'17"W, A DISTANCE OF 165.14 FEET; 21) S00°24'07"E, A DISTANCE OF 17.27 FEET; 22) S89°49'44"W, A DISTANCE OF 51.17 FEET; 23) S89°15'22"W, A DISTANCE OF 66.91 FEET;

THENCE LEAVING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, N00°09'33"W, A DISTANCE OF 30.86 FEET; THENCE S89°50'27"W, A DISTANCE OF 65.00 FEET; THENCE N00°09'33"W, A DISTANCE OF 811.79 FEET; THENCE NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF N16°29'07"W, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 290.85 FEET; THENCE N57°11'19"E, A DISTANCE OF 42.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 50.00 FEET; THENCE S57°11'19"W, A DISTANCE OF 322.02 FEET; THENCE N32°48'41"W, A DISTANCE OF 301.90 FEET; THENCE S84°02'35"E, A DISTANCE OF 48.65 FEET; THENCE S75°56'59"E, A DISTANCE OF 181.51 FEET; THENCE N60°44'45"E, A DISTANCE OF 53.95 FEET; THENCE N32°45'20"E, A DISTANCE OF 71.17 FEET; THENCE N03°39'25"E, A DISTANCE OF 67.11 FEET; THENCE N28°10'46"W, A DISTANCE OF 57.39 FEET; THENCE N45°12'14"W, A DISTANCE OF 106.56 FEET; THENCE N18°15'18"W, A DISTANCE OF 66.03 FEET; THENCE N00°00'00"W, A DISTANCE OF 52.65 FEET; THENCE N67°35'56"E, A DISTANCE OF 39.88 FEET; THENCE NORTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 89.00 FEET, A CENTRAL ANGLE OF 56°23'10" AND A CHORD BEARING AND DISTANCE OF N15°57'28"E, 84.10 FEET) FOR AN ARC DISTANCE OF 87.59 FEET TO A POINT OF NON-TANGENCY; THENCE N32°48'41"W, A DISTANCE OF 108.62 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°20'51"W, A DISTANCE OF 529.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.509 ACRES OF LAND, MORE OR LESS.

PHASE 2 LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LOCATED IN SECTION 22, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING ALL OF THE LANDS CONVEYED BY DEED TO ERNIE CALDWELL PROPERTIES, LLC, BEING ALL OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-043010 AS DESCRIBED IN OFFICIAL RECORDS BOOK 11083, PAGE 516 AND ALL OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-034010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083,

PAGE 516 AND A PORTION OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-032010 AS DESCRIBED IN OFFICIAL RECORDS BOOK 11075, PAGE 1763 AND ALL OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-033010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516 AND A PORTION OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-031050 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, S00°09'33"E, A DISTANCE OF 530.45 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, ALONG THE NORTH LINE OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-033010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516, N89°37'27"E, A DISTANCE OF 1318.54 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SAID SECTION 22; THENCE DEPARTING THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SAID SECTION 22 THE FOLLOWING TWENTY-ONE (21) COURSES: 1) S32°48'41"E, A DISTANCE OF 108.62 FEET; 2) SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 89.00 FEET, A CENTRAL ANGLE OF 56°23'10" AND A CHORD BEARING AND DISTANCE OF S15°57'28"W, 84.10 FEET) FOR AN ARC DISTANCE OF 87.59 FEET TO A POINT OF NON-TANGENCY; 3) S67°35'56"W, A DISTANCE OF 39.88 FEET; 4) S00°00'00"E, A DISTANCE OF 52.65 FEET; 5) S18°15'18"E, A DISTANCE OF 66.03 FEET; 6) S45°12'14"E, A DISTANCE OF 106.56 FEET; 7) S28°10'46"E, A DISTANCE OF 57.39 FEET; 8) S03°39'25"W, A DISTANCE OF 67.11 FEET; 9) S32°45'20"W, A DISTANCE OF 71.17 FEET; 10) S60°44'45"W, A DISTANCE OF 53.95 FEET; 11) N75°56'59"W, A DISTANCE OF 181.51 FEET; 12) N84°02'35"W, A DISTANCE OF 48.65 FEET; 13) S32°48'41"E, A DISTANCE OF 301.90 FEET; 14) N57°11'19"E, A DISTANCE OF 322.02 FEET; 15) S32°48'41"E, A DISTANCE OF 50.00 FEET; 16) S57°11'19"W, A DISTANCE OF 42.02 FEET; 17) S32°48'41"E, A DISTANCE OF 290.85 FEET; 18) SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 32°39'07" AND A CHORD BEARING AND DISTANCE OF S16°29'07"E, 348.57 FEET) FOR AN ARC DISTANCE OF 353.33 FEET TO A POINT OF TANGENCY; 19) S00°09'33"E, A DISTANCE OF 811.79 FEET; 20) N89°50'27"E, A DISTANCE OF 65.00 FEET; 21) S00°09'33"E, A DISTANCE OF 30.86 FEET TO THE TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF LITTLE ZION ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY, PER M.B. 13, PG. 71, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP); THENCE ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD THE FOLLOWING SEVEN (7) COURSES: 1) S89°15'22"W, A DISTANCE OF 33.09 FEET; 2) S89°42'52"W, A DISTANCE OF 100.00 FEET; 3) S89°25'40"W, A DISTANCE OF 100.00 FEET; 4) S89°18'48"W, A DISTANCE OF 100.00 FEET; 5) S89°35'59"W, A DISTANCE OF 100.00 FEET; 6) S89°42'52"W, A DISTANCE OF

100.00 FEET; 7) S89°35'59"W, A DISTANCE OF 11.74 FEET TO THE SOUTHEAST CORNER OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-034010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516; THENCE DEPARTING THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID LITTLE ZION ROAD, ALONG THE EASTERLY BOUNDARY OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-043010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516 THE FOLLOWING FOUR (4) COURSE: 1) S00°31'51"E, A DISTANCE OF 672.83 FEET; 2) S89°33'56"W, A DISTANCE OF 663.12 FEET; 3) S00°30'40"E, A DISTANCE OF 661.24 FEET; 4) S89°31'59"W, A DISTANCE OF 663.35 FEET TO THE SOUTHWEST CORNER OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-043010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516 AND TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, N00°29'28"W, A DISTANCE OF 1323.24 FEET TO THE NORTHWEST CORNER OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-043010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516 AND THE SOUTHWEST CORNER OF NORTHWEST 1/4 OF SAID SECTION 22; THENCE ALONG THE WEST BOUNDARY OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-034010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516 AND THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, N00°09'33"W, A DISTANCE OF 1322.55 FEET; THENCE CONTINUE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22 AND ALONG THE WEST BOUNDARY OF PARCEL IDENTIFICATION NUMBER 27-26-22-000000-033010 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11083, PAGE 516, N00°09'33"W, A DISTANCE OF 792.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 109.036 ACRES (4749589 SQUARE FEET) OF LAND, MORE OR LESS.

NORTH PARCEL 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;

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 MAINTAINED RIGHT-OF-WAY LINE OF BOWEN ROAD (PER MAP BOOK 3, PAGES 60-68); THENCE LEAVING SAID NORTH LINE OF SW 1/4 OF SAID SECTION 15, RUN WITH SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: (1) N89°42'11"E, A DISTANCE OF 21.42 FEET; (2) S82°16'47"E, A DISTANCE OF 54.70 FEET; (3) N87°32'02"E, A DISTANCE OF 100.04 FEET; (4) N89°49'31"E, A DISTANCE OF 100.01 FEET; (5) N89°15'08"E, A DISTANCE OF 100.00 FEET; (6)

N88°06'24"E, A DISTANCE OF 100.02 FEET; (7) S89°36'07"E, A DISTANCE OF 52.28 FEET; (8) S00°19'33"W, A DISTANCE OF 11.91 FEET; (9) N88°13'01"E, A DISTANCE OF 53.31 FEET; (10) N89°50'01"E, A DISTANCE OF 234.97 FEET; (11) N89°38'12"E, A DISTANCE OF 111.35 FEET; (12) N89°35'06"E, A DISTANCE OF 194.59 FEET; (13) N89°21'51"E, A DISTANCE OF 197.92 FEET; (14) N89°11'50"E, A DISTANCE OF 95.71 FEET; (15) N89°25'14"E, A DISTANCE OF 276.53 FEET; (16) S89°54'44"E, A DISTANCE OF 105.69 FEET; (17) N88°22'31"E, A DISTANCE OF 178.41 FEET; (18) N89°04'43"E, A DISTANCE OF 49.78 FEET; (19) N89°12'03"E, A DISTANCE OF 103.74 FEET; (20) S88°47'42"E, A DISTANCE OF 0.99 FEET TO THE EAST LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S00°16'24"E ALONG SAID EAST LINE, A DISTANCE OF 1315.97 FEET TO THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S89°34'34"W ALONG THE SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15, A DISTANCE OF 1314.94 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15; THENCE S00°14'11"E ALONG THE WEST LINE OF THE SW 1/4 OF THE SE 1/4, A DISTANCE OF 851.21 FEET; THENCE LEAVING SAID WEST LINE, S89°48'35"W, A DISTANCE OF 127.79 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ERNIE CALDWELL BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY PER OFFICIAL RECORDS BOOK 9308, PAGE 2093, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE WITH SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES, (1) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 21°57'59" AND A CHORD BEARING AND DISTANCE OF N19°05'13"W, 424.86 FEET) FOR AN ARC DISTANCE OF 427.47 FEET TO A POINT OF NON-TANGENCY; (2) S59°55'48"W, A DISTANCE OF 5.00 FEET TO A TO A POINT OF NON-TANGENCY; (3) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1110.00 FEET, A CENTRAL ANGLE OF 20°03'13" AND A CHORD BEARING AND DISTANCE OF N40°05'48"W, 386.52 FEET) FOR AN ARC DISTANCE OF 388.50 FEET TO A POINT OF NON-TANGENCY; (4) S39°52'36"W, A DISTANCE OF 20.00 FEET TO A TO A POINT OF NON-TANGENCY; (5) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1090.00 FEET, A CENTRAL ANGLE OF 17°11'19" AND A CHORD BEARING AND DISTANCE OF N58°43'04"W, 325.77 FEET) FOR AN ARC DISTANCE OF 327.00 FEET TO A POINT OF NON-TANGENCY; (6) N22°41'17"E, A DISTANCE OF 10.00 FEET TO A TO A POINT OF NON-TANGENCY; (7) NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 22°59'56" AND A CHORD BEARING AND DISTANCE OF N78°48'42"W, 438.59 FEET) FOR AN ARC DISTANCE OF 441.55 FEET TO A POINT OF TANGENCY; (8) S89°41'20"W, A DISTANCE OF 68.60 FEET; (9) S00°18'40"E, A DISTANCE OF 10.00 FEET; (10) S89°41'20"W, A DISTANCE OF 480.00 FEET; (11) N00°18'40"W, A DISTANCE OF 10.00 FEET; (12) S89°41'20"W, A DISTANCE OF 298.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N00°18'40"W, A DISTANCE OF 351.40 FEET TO A POINT OF NON-TANGENCY; THENCE NORTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 150.00 FEET,

A CENTRAL ANGLE OF 33°33'26" AND A CHORD BEARING AND DISTANCE OF N17°05'23"W, 86.60 FEET) FOR AN ARC DISTANCE OF 87.85 FEET TO A POINT OF TANGENCY; THENCE N00°18'40"W, A DISTANCE OF 786.18 FEET TO THE POINT OF BEGINNING.

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

District contains approximately 267.15 acres more or less.

SECTION VII

ASSIGNMENT OF CONTRACTOR AGREEMENT
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
(AKA ASTONIA NORTH SUBDIVISION)
NORTH PARCEL INFRASTRUCTURE PROJECT

Assignor: Center State Development LLC (“**Assignor**”)
Owner/Assignee: Astonia Community Development District (“**Assignee**” or “**District**”)
Contractor: Tucker Paving Inc. (“**Contractor**”)
Contract: Astonia Contractor Agreement for North Parcel Infrastructure Improvements
 (“**Contractor Agreement**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the ____ day of _____, 2021.

TUCKER PAVING, INC.

**ASTONIA COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Printed Name: _____
Title: _____

By: _____
Name: Brian Walsh
Title: Vice Chairperson

CENTER STATE DEVELOPMENT, LLC
a Florida limited liability company

By: HRB LAND INVESTMENTS, LLC
Its: Manager

By: Harold R. Baxter
Its: Manager

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement
 - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
(AKA "ASTONIA NORTH SUBDIVISION")
NORTH PARCEL INFRASTRUCTURE PROJECT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Harold R. Baxter of Center State Development, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Harold R. Baxter, serve as Manager of HRB Land Investments, LLC, Manager of Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the District to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Contractor, dated April 6, 2021, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2021.

CENTER STATE DEVELOPMENT, LLC
a Florida limited liability company

By: HRB LAND INVESTMENTS, LLC
Its: Manager

By: Harold R. Baxter
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Harold R. Baxter, as Manager of HRB Land Investments, LLC Manager of Center State Development LLC, on behalf of the company.

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

[notary seal]

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
("ASTONIA NORTH SUBDIVISION")
NORTH PARCEL PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tucker Paving, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Center State Development LLC. and Contractor dated April 6, 2021, has been assigned to the Astonia Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of _____, 2021.

TUCKER PAVING INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by _____, as _____ of Tucker Paving, Inc., on behalf of the company.

[notary seal]

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
 (“ASTONIA NORTH SUBDIVISION”)
NORTH PARCEL PROJECT**

1. ASSIGNMENT. This Addendum applies to that certain *Agreement between Owner and Contractor for Construction Contract* dated April, 6, 2021 (“**Contract**”) between the Astonia Community Development District (“**District**”) and Tucker Paving Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. RETAINAGE. The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an

amount not exceeding 5 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST. ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Astonia Community Development District
Governmental Management Services
Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
P.O. Box 6386
Tallahassee, Florida 32314
Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement.

and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

15. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

16. 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.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

TUCKER PAVING INC.

By: _____
Its: _____

Witness

Print Name of Witness

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: Harold R. Baxter
Its: Chairperson

Print Name of Witness

Exhibit A: Scrutinized Companies Statement
Exhibit B: Public Entity Crimes Statement
Exhibit C: Trench Safety Act Statement
Exhibit D: Discrimination Statement

EXHIBIT A

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

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

1. This sworn statement is submitted to Astoria Community Development District
by _____ (print individual's name). I am over
eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity
of _____ (print individual's title) for Tucker
Paving Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
Contractor's business address is: _____
_____.
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at
the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the
Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran
Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, or that has business
operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew
a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to
the Astoria Community Development District, neither the entity, nor any of its officers, directors, executives,
partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in
Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it
does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Astoria Community Development District in writing if either the
entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on
either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities
in the Iran Petroleum Energy Sector List.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2021, by _____
_____, as _____ of Tucker Paving Inc., who is personally
known to me or who has produced _____ as identification and who did (did not) take an
oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

EXHIBIT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES **PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

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

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

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

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

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

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

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

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

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

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

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

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

Dated this ____ day of _____, 2021.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2021, by _____, as _____ of Tucker Paving Inc., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

EXHIBIT C

ASTONIA COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:

(Written) Dollars \$ _____ (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2021.

Contractor: **Tucker Paving Inc.**

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of **Tucker Paving Inc.** who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

**ASTONIA COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this ____ day of _____, 2021.

Subcontractor: _____

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of **Tucker Paving Inc.**, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D

ASTONIA COMMUNITY DEVELOPMENT DISTRICT **SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,** **ON DISCRIMINATION**

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

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

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

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases

of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

- ___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- ___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2021, by _____, as _____ of Tucker Paving Inc., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

SECTION VIII



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 22, 2021

Board of Supervisors
Astonia Community Development District
c/o GMS - CFL, LLC
219 E. Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Astonia Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Astonia Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2021 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you

are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSOFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$6,400 for the September 30, 2021 audit. The fee for each annual renewal will be agreed upon separately.

This agreement provides for a contract period of one year. This agreement may be renewed for three additional one-year terms subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately. If the District agrees to subsequent renewals, the fees for fiscal year 2022, 2023 and 2024 will not exceed \$6,500, \$6,600 and \$6,700, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2021 must be provided to us no later than March 1, 2022, in order for us to complete the engagement and submit a preliminary draft audit report to the District no later than May 15, 2022. If the conditions are met for the auditor to submit a preliminary draft audit report to the District by May 15, 2022, and the District successfully provides all remaining items needed to complete the audit by June 1, 2022, then the auditor will submit a final audit report to the District to review no later than June 1, 2022.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without cause, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Astonia Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

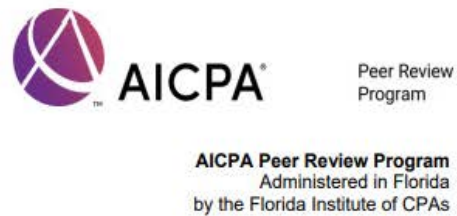
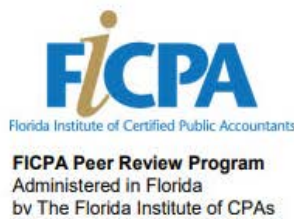
RESPONSE:

This letter correctly sets forth the understanding of Astonia Community Development District.

By: _____

Title: _____

Date: _____



February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SECTION IX

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Astonia Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops (together, “meetings”) for the purpose of conducting District business; and

WHEREAS, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

WHEREAS, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

SECTION 1. RECITALS. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. FINDINGS. The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

SECTION 3. WAIVER. The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of October 2021.

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION X

SECTION A

SECTION 1



MEMORANDUM

To: District Manager, District Engineer
From: District Counsel
Date: August 31, 2021
Subject: Wastewater Services and Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

SECTION C

SECTION 1

ASTONIA
Community Development District

Summary of Checks

August 06, 2021 to October 07, 2021

Bank	Date	Check No.'s	Amount
General Fund	9/9/21	39-42	\$ 23,740.01
	9/16/21	43-44	\$ 8,816.29
Total			\$ 32,556.30

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/09/21	00008	7/01/21 21301	202107 310-51300-32200	AUDIT FYE 09/30/2020	*	3,300.00	
				GRAU AND ASSOCIATES			3,300.00 000039
9/09/21	00001	8/01/21 26	202108 310-51300-34000	MANAGEMENT FEES - AUG 21	*	2,916.67	
		8/01/21 26	202108 310-51300-35200	INFORMATION TECH - AUG 21	*	125.00	
		8/01/21 26	202108 310-51300-31300	DISSEMINATION SVCS-AUG 21	*	416.67	
		8/01/21 26	202108 310-51300-51000	OFFICE SUPPLIES	*	2.50	
		8/01/21 26	202108 310-51300-42000	POSTAGE	*	4.73	
		8/01/21 26	202108 310-51300-42500	COPIES	*	13.05	
				GOVERNMENTAL MANAGEMENT SERVICES-			3,478.62 000040
9/09/21	00002	12/17/20 119090	202011 310-51300-31500	GEN.COUNSEL/MTHLY MEETING	*	398.98	
		6/20/21 123620	202105 310-51300-49100	BOUNDARY AMENDMENT-2021	*	467.53	
		7/26/21 123973	202106 310-51300-31500	GEN.COUNSEL/MTHLY MEETING	*	3,080.24	
		7/26/21 123975	202106 310-51300-49100	BOUNDARY AMENDMENT (2021)	*	715.61	
		8/27/21 124790	202107 310-51300-31500	GEN.COUNSEL/MTHLY MEETING	*	4,373.63	
		8/27/21 124858	202107 310-51300-49100	BOUNDARY AMENDMENT-2021	*	4,415.34	
				HOPPING GREEN & SAMS			13,451.33 000041
9/09/21	00009	6/30/21 00039323	202106 310-51300-48000	SPECIAL ASSMNT/NOT OF MTG	*	132.71	
		7/31/21 00039838	202107 310-51300-48000	NOT INTENT/BUDGET/PH FY22	*	3,377.35	
				LOCAL IQ			3,510.06 000042
9/16/21	00003	9/10/21 14234	202109 300-15500-10000	FY22 INSURANCE POLICY	*	5,175.00	
				EGIS INSURANCE ADVISORS, LLC			5,175.00 000043
9/16/21	00001	9/01/21 27	202109 310-51300-34000	MANAGEMENT FEES - SEP 21	*	2,916.67	
		9/01/21 27	202109 310-51300-35200	INFORMATION TECH - SEP 21	*	125.00	
				ASTO ASIONIA CDD IARAUJO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/01/21	27		202109 310-51300-31300		*	583.33	
9/01/21	27		DISSEMINATION SVCS-SEP 21		*	2.53	
9/01/21	27		OFFICE SUPPLIES		*	7.76	
9/01/21	27		POSTAGE		*	6.00	
9/01/21	27		COPIES		*		
GOVERNMENTAL MANAGEMENT SERVICES-							3,641.29 000044

TOTAL FOR BANK A						32,556.30	
TOTAL FOR REGISTER						32,556.30	

SECTION 2

Astonia
Community Development District

Unaudited Financial Reporting
September 30, 2021



Table of Contents

1	<u>Balance Sheet</u>
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6	<u>Capital Projects Fund - Series 2020</u>
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8	<u>Capital Projects Fund - Series 2021 North Parcel</u>
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Astonia
Community Development District
Combined Balance Sheet
September 30, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 52,625	\$ -	\$ -	\$ 52,625
Due From Developer	\$ 5,598	\$ -	\$ -	\$ 5,598
Prepaid Expense	\$ 5,175	\$ -	\$ -	\$ 5,175
Investments				
<i>Series 2020</i>				
Reserve	\$ -	\$ 220,403	\$ -	\$ 220,403
Interest	\$ -	\$ 292	\$ -	\$ 292
Revenue	\$ -	\$ 43,091	\$ -	\$ 43,091
Construction	\$ -	\$ -	\$ 10	\$ 10
<i>Series 2021 A2</i>				
Reserve	\$ -	\$ 558,040	\$ -	\$ 558,040
Interest	\$ -	\$ 275,786	\$ -	\$ 275,786
Revenue	\$ -	\$ 6	\$ -	\$ 6
Construction	\$ -	\$ -	\$ 7,603,958	\$ 7,603,958
Cost of Issuance	\$ -	\$ -	\$ 5,890	\$ 5,890
<i>Series 2021 North Parcel</i>				
Reserve	\$ -	\$ 395,373	\$ -	\$ 395,373
Interest	\$ -	\$ 69,489	\$ -	\$ 69,489
Revenue	\$ -	\$ 3	\$ -	\$ 3
Construction	\$ -	\$ -	\$ 3,405,553	\$ 3,405,553
Cost of Issuance	\$ -	\$ -	\$ 4,187	\$ 4,187
Total Assets	\$ 63,399	\$ 1,562,482	\$ 11,019,599	\$ 12,645,480
Liabilities:				
Accounts Payable	\$ 2,580	\$ -	\$ -	\$ 2,580
Contracts Payable	\$ -	\$ -	\$ -	\$ -
Retainage Payable	\$ -	\$ -	\$ 79,282	\$ 79,282
Total Liabilities	\$ 2,580	\$ -	\$ 79,282	\$ 81,862
Fund Balances:				
Unassigned	\$ 60,819	\$ -	\$ -	\$ 60,819
Assigned For Debt Service	\$ -	\$ 1,562,482	\$ -	\$ 1,562,482
Assigned For Capital Projects	\$ -	\$ -	\$ 10,940,317	\$ 10,940,317
Total Fund Balances	\$ 60,819	\$ 1,562,482	\$ 10,940,317	\$ 12,563,618
Total Liabilities & Fund Balance	\$ 63,399	\$ 1,562,482	\$ 11,019,599	\$ 12,645,480

Astonia
Community Development District
General Fund

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
Revenues				
Assessments - Lots Closing	\$ -	\$ -	\$ 10,984	\$ 10,984
Developer Contributions	\$ 154,915	\$ 154,915	\$ 130,000	\$ (24,915)
Boundary Amendment Contributions	\$ -	\$ -	\$ 21,747	\$ 21,747
Total Revenues	\$ 154,915	\$ 154,915	\$ 162,731	\$ 7,816
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ -	\$ 12,000
Engineering	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
Attorney	\$ 25,000	\$ 25,000	\$ 21,973	\$ 3,027
Annual Audit	\$ 4,000	\$ 4,000	\$ 3,300	\$ 700
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Arbitrage	\$ 650	\$ 650	\$ -	\$ 650
Dissemination	\$ 5,000	\$ 5,000	\$ 5,167	\$ (167)
Trustee Fees	\$ 3,550	\$ 3,550	\$ -	\$ 3,550
Management Fees	\$ 35,000	\$ 35,000	\$ 35,000	\$ (0)
Information Technology	\$ 2,350	\$ 2,350	\$ 1,500	\$ 850
Telephone	\$ 300	\$ 300	\$ -	\$ 300
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 44	\$ 956
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 1,000	\$ 88	\$ 912
Legal Advertising	\$ 10,000	\$ 10,000	\$ 4,876	\$ 5,124
Other Current Charges	\$ 5,000	\$ 5,000	\$ 1,221	\$ 3,779
Office Supplies	\$ 625	\$ 625	\$ 21	\$ 604
Boundary Amendment Expense	\$ 660	\$ 660	\$ 21,747	\$ (21,087)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 131,310	\$ 131,310	\$ 100,112	\$ 31,198
<u>Operations & Maintenance</u>				
<u>Field Services</u>				
Property Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Field Management	\$ 3,750	\$ 3,750	\$ -	\$ 3,750
Landscape Maintenance	\$ 9,490	\$ 9,490	\$ -	\$ 9,490
Landscape Replacement	\$ 850	\$ 850	\$ 2,580	\$ (1,730)
Streetlights	\$ 1,575	\$ 1,575	\$ -	\$ 1,575
Electric	\$ 225	\$ 225	\$ -	\$ 225
Water & Sewer	\$ 90	\$ 90	\$ -	\$ 90
Sidewalk & Asphalt Maintenance	\$ 125	\$ 125	\$ -	\$ 125
Irrigation Repairs	\$ 625	\$ 625	\$ -	\$ 625
General Repairs & Maintenance	\$ 1,250	\$ 1,250	\$ -	\$ 1,250
Contingency	\$ 625	\$ 625	\$ -	\$ 625
Total Operations & Maintenance	\$ 23,605	\$ 23,605	\$ 2,580	\$ 21,025
Total Expenditures	\$ 154,915	\$ 154,915	\$ 102,692	\$ 52,223
Excess Revenues (Expenditures)	\$ -		\$ 60,039	
Fund Balance - Beginning	\$ -		\$ 780	
Fund Balance - Ending	\$ -		\$ 60,819	

Astonia
Community Development District
Debt Service Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
Revenues				
Assessments - Lot Closings	\$ -	\$ -	\$ 43,087	\$ 43,087
Interest	\$ -	\$ -	\$ 16	\$ 16
Total Revenues	\$ -	\$ -	\$43,103	\$ 43,103
Expenditures:				
Interest Payment - 11/1	\$ -	\$ -	\$ -	\$ -
Interest Payment - 5/1	\$ -	\$ -	\$ 88,446	\$ (88,446)
Total Expenditures	\$ -	\$ -	\$ 88,446	\$ (88,446)
Other Financing Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ 279	\$ 279
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 279	\$ 279
Excess Revenues (Expenditures)	\$ -		\$ (45,064)	
Fund Balance - Beginning	\$ -		\$ 308,849	
Fund Balance - Ending	\$ -		\$ 263,785	

Astoria

Community Development District

Debt Service Fund - Series 2021 A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 6	\$ 6
Total Revenues	\$ -	\$ -	\$ 6	\$ 6
Expenditures:				
Interest Payment - 11/1	\$ -	\$ -	\$ -	\$ -
Interest Payment - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 833,826	\$ 833,826
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 833,826	\$ 833,826
Excess Revenues (Expenditures)	\$ -		\$ 833,832	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 833,832	

Astoria
Community Development District
Debt Service Fund - Series 2021 North Parcel
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 3	\$ 3
Total Revenues	\$ -	\$ -	\$ 3	\$ 3
Expenditures:				
Interest Payment - 11/1	\$ -	\$ -	\$ -	\$ -
Interest Payment - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 464,862	\$ 464,862
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 464,862	\$ 464,862
Excess Revenues (Expenditures)	\$ -		\$ 464,865	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 464,865	

Astonia
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 24	\$ 24
Developer Contributions	\$ -	\$ -	\$ 1,435,101	\$ 1,435,101
Total Revenues	\$ -	\$ -	\$ 1,435,124	\$ 1,435,124
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 2,685,739	\$ (2,685,739)
Total Expenditures	\$ -	\$ -	\$ 2,685,739	\$ (2,685,739)
Other Financing Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ (279)	\$ (279)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (279)	\$ (279)
Excess Revenues (Expenditures)	\$ -		\$ (1,250,894)	
Fund Balance - Beginning	\$ -		\$ 1,171,622	
Fund Balance - Ending	\$ -		\$ (79,272)	

Astoria
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 65	\$ 65
Total Revenues	\$ -	\$ -	\$ 65	\$ 65
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 1,544,737	\$ (1,544,737)
Capital Outlay - Cost Of Issuance	\$ -	\$ -	\$ 326,503	\$ (326,503)
Total Expenditures	\$ -	\$ -	\$ 1,871,240	\$ (1,871,240)
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 9,231,174	\$ 9,231,174
Bond Proceeds-Premium	\$ -	\$ -	\$ 245,124	\$ 245,124
Transfer In/(Out)	\$ -	\$ -	\$ 4,725	\$ 4,725
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 9,481,023	\$ 9,481,023
Excess Revenues (Expenditures)	\$ -		\$ 7,609,848	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 7,609,848	

Astoria
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/21	Thru 09/30/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 40	\$ 40
Total Revenues	\$ -	\$ -	\$ 40	\$ 40
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 3,212,137	\$ (3,212,137)
Capital Outlay - Cost Of Issuance	\$ -	\$ -	\$ 224,020	\$ (224,020)
Total Expenditures	\$ -	\$ -	\$ 3,436,157	\$ (3,436,157)
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 6,690,138	\$ 6,690,138
Bond Proceeds - Premium	\$ -	\$ -	\$ 160,445	\$ 160,445
Transfer In/(Out)	\$ -	\$ -	\$ (4,725)	\$ (4,725)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 6,845,858	\$ 6,845,858
Excess Revenues (Expenditures)	\$ -		\$ 3,409,741	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 3,409,741	

Astonia
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Revenues</u>													
Assessment - Lot Closings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,984	\$ -	\$ -	10,984
Developer Contributions	\$ 5,000	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ 50,000	\$ -	130,000
Boundary Amendment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,747	\$ -	21,747
Total Revenues	\$ 5,000	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ 71,747	\$ -	162,731
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,300	\$ -	\$ -	3,300
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 583	5,167
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 1,605	\$ 545	\$ 1,707	\$ 577	\$ 1,470	\$ 1,566	\$ 3,281	\$ 3,770	\$ 3,080	\$ 4,374	\$ -	\$ -	21,973
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	35,000
Information Technology	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	1,500
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 3	\$ -	\$ 1	\$ 14	\$ 1	\$ 1	\$ -	\$ 2	\$ 2	\$ 9	\$ 5	\$ 8	44
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Printing & Binding	\$ 39	\$ 1	\$ -	\$ -	\$ 3	\$ -	\$ -	\$ 7	\$ 14	\$ 3	\$ 13	\$ 6	88
Legal Advertising	\$ 505	\$ -	\$ -	\$ 438	\$ -	\$ 423	\$ -	\$ -	\$ 133	\$ 3,377	\$ -	\$ -	4,876
Other Current Charges	\$ 65	\$ 265	\$ 120	\$ 120	\$ 120	\$ 120	\$ 135	\$ 35	\$ 38	\$ 164	\$ 38	\$ -	1,221
Office Supplies	\$ 3	\$ 3	\$ 0	\$ -	\$ 3	\$ 0	\$ -	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	21
Boundary Amendment Expense	\$ -	\$ -	\$ -	\$ 2,353	\$ 3,773	\$ 7,006	\$ 3,017	\$ 468	\$ 716	\$ 4,415	\$ -	\$ -	21,747
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 10,853	\$ 4,272	\$ 5,286	\$ 6,959	\$ 8,829	\$ 12,574	\$ 9,892	\$ 7,742	\$ 7,444	\$ 19,104	\$ 3,517	\$ 3,641	100,112

Astonia
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Operations & Maintenance</u>													
<u>Field Services</u>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,290	\$ 1,290	\$ 2,580
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,290	\$ 1,290	\$ 2,580
Total Expenditures	\$ 10,853	\$ 4,272	\$ 5,286	\$ 6,959	\$ 8,829	\$ 12,574	\$ 9,892	\$ 7,742	\$ 7,444	\$ 19,104	\$ 4,807	\$ 4,931	\$ 102,692
Excess Revenues (Expenditures)	\$ (5,853)	\$ (4,272)	\$ 19,714	\$ (6,959)	\$ (8,829)	\$ 12,426	\$ (9,892)	\$ (7,742)	\$ 17,556	\$ (19,104)	\$ 66,940	\$ (4,931)	\$ 60,039

SECTION 3

EXHIBIT C

FORMS OF REQUISITIONS

ASTONIA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Astonia Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture dated as of July 1, 2021 (collectively, the "Assessment Area Two Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area Two Indenture):

- (A) Requisition Number: 1
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Hopping Green & Sams
- (D) Amount Payable: \$144.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 124791 & 123974 - Project Construction for June & July 2021
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Assessment Area Two Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Assessment Area Two Acquisition and Construction Account; and
- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Assessment Area Two Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

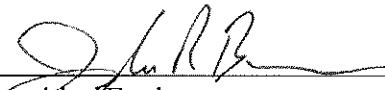
**ASTONIA COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area Two Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area Two Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.



Consulting Engineer

Date: 8/31/21

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**ASTONIA COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Responsible Officer

Date: 8/31/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area Two Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area Two Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

Date: _____

EXHIBIT C

FORMS OF REQUISITIONS

ASTONIA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Astonia Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture dated as of July 1, 2021 (collectively, the "Assessment Area Two Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area Two Indenture):

- (A) Requisition Number: 2
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Atlantic TNG, LLC
- (D) Amount Payable: \$33,687.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 137559, 137560, 137592, 137622, 137702, 137781, 137792, 137811, 137915, 137941, 137402, 137403, 137463, 137464, 137510, 137537, 137557 - Construction Materials
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Assessment Area Two Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Assessment Area Two Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with:

the Costs of the Assessment Area Two Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**ASTONIA COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Responsible Officer

Date: 9/8/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area Two Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area Two Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 9-7-21

EXHIBIT C

FORMS OF REQUISITIONS

ASTONIA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Astonia Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture dated as of July 1, 2021 (collectively, the "Assessment Area Two Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area Two Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Atlantic TNG, LLC
- (D) Amount Payable: \$3,832.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 137791 & 137897 - Construction Materials
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Assessment Area Two Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Assessment Area Two Acquisition and Construction Account; and
- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Assessment Area Two Project.

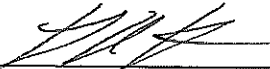
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

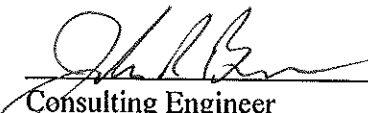
**ASTONIA COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Responsible Officer

Date: 9/9/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area Two Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area Two Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 9-22-21

EXHIBIT C

FORMS OF REQUISITIONS

ASTONIA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Astonia Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture dated as of July 1, 2021 (collectively, the "Assessment Area Two Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area Two Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Ferguson Waterworks
- (D) Amount Payable: \$1,507,074.23
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice #'s 1902264-3, 1902686-2, 1902946, 1902946-1, 1903019-4, 1915328, 1915330, 1915352, 1916404 & 1916635 - Construction Materials
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Assessment Area Two Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Assessment Area Two Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with:

the Costs of the Assessment Area Two Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.


**ASTONIA COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Responsible Officer

Date: 9/9/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area Two Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area Two Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 9-21-21

SECTION 4

Requisition	Payee/Vendor	Amount
1	Center State Development	\$ 319,952.29
2	Atlantic TNG, LLC	\$ 3,460.00
3	Ferguson Waterworks	\$ 63,354.73
4	Center State Development	\$ 310,466.75
5	Ferguson Waterworks	\$ 300,945.02
6	Atlantic TNG, LLC	\$ 105,690.00
7	Ferguson Waterworks	\$ 388,358.59
8	Forterra Pipe & Precast, LLC	\$ 37,764.76
9	Astonia North, LLC	\$ 176,286.58
10	Tucker Paving, Inc.	\$ 54,652.22
11	Tucker Paving, Inc.	\$ 151,042.43
12	Horner Environmental Professionals, Inc.	\$ 9,082.42
13	Hunter Engineering, Inc.	\$ 4,100.00
14	Tucker Paving, Inc.	\$ 360,179.15
15	Tucker Paving, Inc.	\$ 117,312.90
16	Forterra Pipe & Precast, LLC	\$ 8,932.00
17	Leading Edge Land Services, Inc.	\$ 7,781.75
18	Dunham Well Drilling, Inc.	\$ 10,485.00
19	Astonia North, LLC	\$ 146,250.00
20	Ferguson Waterworks	\$ 18,904.20
21	Forterra Pipe & Precast, LLC	\$ 148,701.84
22	Tucker Paving, Inc.	\$ 547,413.55
23	Leading Edge Land Services, Inc.	\$ 18,276.98
24	Montoya Electric Services, Inc.	\$ 34,650.00
25	GameTime c/o Dominica Recreation Products	\$ 14,344.33
	TOTAL	\$ 3,358,387.49