

Astoria
Community Development District

Meeting Agenda

November 13, 2024

AGENDA

Astonia

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

November 6, 2024

Board of Supervisors Meeting Astonia Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Astonia Community Development District** will be held **Wednesday, November 13, 2024, at 1:00 PM at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Zoom Video Join Link: <https://us06web.zoom.us/j/81658640015>

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

Meeting ID: 816 5864 0015

Following is the advance agenda for the meeting:

Landowners' Meeting

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowner's Questions and Comments
8. Adjournment

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. Administration of Oaths of Office to Newly Elected Board Members
 - B. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2025-02 Electing Officers
4. Approval of Minutes of the September 11, 2024 Board of Supervisors Meeting

¹ Comments will be limited to three (3) minutes

5. Consideration of Resolution 2025-03 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
6. Ratification of License Agreement for HOA Events
7. Consideration of HOA Event Requests in Community for Use of Oceania Avenue Amenity Parking Lot:
 - A. Astonia 5K Turkey Trot—Saturday, November 23, 2024 (7:30 AM to 10:30 AM)
 - B. Astonia Community Christmas Party—Sunday, December 15, 2024 (4:00 PM to 7:00 PM)
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

Landowners' Meeting

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
ASTONIA COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Wednesday, November 13, 2024**

TIME: **1:00 PM**

LOCATION: **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida 33880**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election in a landowner seat. The two candidates receiving the highest number of votes shall be elected to serve for a 4-year period, and the remaining candidate elected shall serve for a 2-year period. The term of office for the successful landowner candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

Board of Supervisors Meeting

SECTION III

SECTION B

RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA
COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND
CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF
SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA
STATUTES, 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*, being situated entirely within unincorporated Polk County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____
_____	Seat 5	Votes _____

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

_____	4 Year Term
_____	4 Year Term
_____	2 Year Term

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

PASSED AND ADOPTED this 13th day of November 2024.

ATTEST:

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson,
Board of Supervisors

SECTION D

RESOLUTION 2025-02

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

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of November 2024.

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, **September 11, 2024**, at 1:00 p.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Brent Elliott
Halsey Carson
Karen Ritchie

Chairman
Vice Chairperson
Assistant Secretary

Also present were:

Jill Burns
Lauren Gentry
Chris Loy
Bryan Hunter *by Zoom*
Allen Bailey

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Counsel, Kilinski Van Wyk
District Engineer, Hunter Engineering
Field Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 1:00 p.m. and called the roll. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated this is the portion of the agenda for members of the public to provide comments on any agenda items.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the July 10, 2024
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the July 10, 2024, Board of Supervisors Meeting. She asked for any questions, comments, or corrections to the minutes. The Board had no changes to the minutes.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Minutes of the July 10, 2024, Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Presentation of Arbitrage Rebate Reports
from AMTEC**

- A. Arbitrage Rebate Report for Series 2020 Assessment Area One Bonds**
- B. Arbitrage Rebate Report for Series 2021 Assessment Area Two Bonds**
- C. Arbitrage Rebate Report for Series 2021 North Parcel Assessment Area Bonds**
- D. Arbitrage Rebate Report for Series 2023 Assessment Area Three Bonds**

Ms. Burns stated that the rebate reports are required under the Trust Indenture.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Arbitrage Rebate Reports from AMTEC, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of License Agreement with
HOA for Installation of Holiday
Decorations**

Ms. Burns stated there was a request from the Astoria North HOA to allow them to put up holiday decorations on the entry monument.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the License Agreement with HOA for Installation of Holiday Decorations, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2024 Audit
Services Engagement Letter with Grau &
Associates**

Ms. Burns noted the amount for Grau & Associates to provide Fiscal Year 2024 auditing services is a not to exceed amount of \$9,200.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Fiscal Year 2024 Audit Services Engagement Letter with Grau & Associates, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

- A. Attorney**

Ms. Gentry had nothing specific to report.

B. Engineer

Mr. Hunter had nothing to report.

C. Field Manager's Report

Mr. Bailey presented the Field Manager's report. He noted there was a pond clean-up across the community. He added the shower post's paint began to chip, but it has been repainted and the landscape around the amenity is doing well.

Mr. Bailey noted the chair lift in place is repeatedly jamming and it has had to be replaced twice already. The pool vendor recommends the Board use the HydroLift, which would be around \$11,000 to install.

i. Discussion Regarding "No Trespassing" Area Improvements

Mr. Bailey noted that he was presenting some Area Improvement suggestions for a No Trespassing section of land they had in the CDD. He suggested fencing in the area.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the "No Trespassing" Area Improvements suggestion for a survey to be completed, and obtaining a fencing quote NTE \$6,500, was approved.

ii. Consideration of Proposal for Installation of Speed Limit Signs

Mr. Bailey noted there were requests to add speed limit signs in the north section. He noted he talked to the District Engineer, who suggested keeping it at 30 miles per hour. He added it would be \$813 to install.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Proposal for Installation of Speed Limit Signs, was approved.

iii. Consideration of Proposal for Installation of Yield Signs at Roundabouts

Mr. Bailey stated there was a request for yield signs to be placed around various roundabouts throughout the community.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Proposal for Installation of Yield Signs at Roundabouts, was approved.

iv. Consideration of Landscaping Proposals from Prince & Sons

a) Proposal to Enhance and Replace Dead Trees at Astoria North Roundabout

Mr. Bailey noted this proposal is for \$4,390.75.

b) Proposal to Enhance and Replace Dead Trees at Astoria South Roundabouts

Mr. Bailey stated this would cover the more barren parts of the roundabouts for \$7, 838.25.

c) Proposal for Irrigation Drip Installation at Roundabouts Near the Dog Park

Mr. Bailey stated there were requests to add bubblers to the Dog Park. To install it would be \$8,808.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Landscaping Proposals A through C from Prince & Sons, were approved.

v. Consideration of Renewal of Aquatic Maintenance Contract

Mr. Bailey stated the amount has already been budgeted for next year, this is just a renewal of the contract.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Renewal of Aquatic Maintenance Contract, was approved.

D. District Manager's Report

i. Check Register

Ms. Burns presented the check register for review and offered to answer any questions on any of the invoices that were paid, otherwise looking for a motion to approve.

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

ii. Balance Sheet & Income Statement

Ms. Burns stated the financial statements were included in the package for review. There is no action necessary from the Board. These are for informational purposes only.

EIGHTH ORDER OF BUSINESS

Other Business

Ms. Burns asked if there is anything else from the Board. Hearing no comments, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTONIA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Astonia Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

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

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

Print Name: _____

Chair/ Vice Chair

Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

- a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.
- b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D-R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION VI

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made and entered into effective the 1st day of October, 2024, by and between:

ASTONIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida with a mailing address of 219 E. Livingston St. Orlando, FL 32801 (the “District”), and

ASTONIA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, with a mailing address of 4110 S. Florida Ave., Suite 200, Lakeland, FL 33813 (the “Licensee”, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns and maintains public improvement facilities, including facilities for recreational use, attached hereto and incorporated herein by this reference (the “Amenities”); and

WHEREAS, Licensee is a not-for-profit organization serving the same community as the District; and

WHEREAS, the District agrees that the Licensee may use the Amenities to host certain events for residents and authorized users within the Astonia community, subject to the terms set forth herein (the “Events” and each individually, an “Event”); and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

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

2. GRANT OF LICENSE. The District hereby grants to Licensee a nonexclusive license to use the Amenities to host Events which are authorized by the District, in accordance with the terms and conditions contained herein and in the exhibits hereto (the “License”). As consideration for said use of the Amenities, Licensee agrees to the following conditions:

A. For each proposed Event, the Licensee shall submit details to the District at least thirty (30) days in advance. The District shall approve or deny each event in writing. The District will evaluate each proposed Event on a case-by-case basis and may impose additional requirements or restrictions in its discretion. The Licensee may not host any Event unless first approved by the District in writing.

B. This License is for community events hosted for the benefit of residents of the Astoria community and which shall not be advertised to the general public. The District reserves all rights and privileges in and to the District's property, including the Amenities. This License for the Amenities is granted to Licensee in its "as is" condition and without any warranty or representation, express or implied.

C. This License does not guarantee exclusive use of the Amenities. Licensee's use of the Amenities shall be contemporaneous with the use of the District's facilities by patrons of the District, and Licensee's use shall not interfere with the operation of the District's facilities as a public improvement except as set forth herein.

D. Licensee's use of the Amenities shall be subject to all applicable laws, rules, regulations, and policies. Licensee acknowledges receiving a copy of the District's *Amenity Policies and Rates*, and agrees to comply with same. Among other requirements, the following are prohibited at the Amenities:

- i. Alcohol
- ii. Smoking and vaping
- iii. Vehicles (other than in designated parking spaces)
- iv. Fireworks and open flames
- v. Obscenity, horseplay, and littering

E. Food and drinks are only permitted if served by a licensed and insured caterer or food vendor. No food or drinks are permitted on the pool deck.

F. The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but, not limited to, health department requirements, fire code and other laws (the "Laws"). It is Licensee's responsibility to know, understand and follow such Laws.

G. The District shall not be responsible for the personal safety of Licensee's invitees, participants, or other persons on District property pursuant to this Agreement, except to the limited extent provided for in the normal operation of the District's facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment stored on site, or any other losses incurred by Licensee or its invitees. Licensee shall be solely responsible for all activities and vendors associated with an Event.

H. Licensee agrees to use all due care to protect the property of the District and its patrons and guests from damage and recognizes that the District's facilities, including the Amenities, are being simultaneously run as a public improvement and the public will have continuous use of the facilities simultaneously with Licensee's use. Licensee shall be responsible for all clean up and for restoring the Amenities to its original condition at the conclusion of the Event and shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee's use of the Amenities under this Agreement, including, but not limited to, by its guests and invitees. Licensee shall commence repair of any damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed in writing by the District.

3. TERM. The initial term of this Agreement shall be from **October 1, 2024, to September 30, 2025**. This Agreement shall automatically renew for additional one-year terms unless terminated in

accordance with the provisions hereof. The Licensee may only use the Amenities for Events on those dates and times authorized by the District in writing.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately, with or without cause, by either party upon written notice. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously remove any items from the Amenities. No further payments will be due after termination or revocation of this License. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

5. INSURANCE AND INDEMNITY.

A. Licensee shall acquire and maintain, and shall require any vendors or subcontractors operating on the Amenities to acquire and maintain, general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, as well as \$1,000,000 automobile liability coverage, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, participants, guests or invitees, including without limitation any person entering District property pursuant to this Agreement. The insurance coverage shall additionally include a minimum of \$100,000 damage to rented premises coverage. The District and its supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement.

B. Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from or resulting in any manner whatsoever from use of the License by Licensee, its employees, agents, participants, guests or invitees. Nothing herein requires Licensee to indemnify the District for any fault attributable to the District; however, Licensee is required to indemnify the District for any and all percentage of fault attributable to the Licensee, its employees, agents, participants, guests or invitees.

C. Nothing in this Agreement shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.

6. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("Notice" or "Notices") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, to the addresses first specified above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day.

Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Licensee may deliver Notice on behalf of the District and Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

7. ENFORCEMENT OF AGREEMENT. In the event that either the District or Licensee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

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

9. NON-TRANSFER. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License shall cause the License to become voidable, in the sole discretion of the District.

10. ENTIRE AGREEMENT. This is the entire agreement of the Parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both Parties. This Agreement supersedes any prior agreement between the District and Licensee regarding the use of the Amenities. This Agreement shall not be recorded in the public records.

11. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law.

[signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:



9003EEDFE29D4C0...

Chairman, Board of Supervisors

**ASTONIA HOMEOWNERS
ASSOCIATION, INC.**



By: Javier Biascochea
Its: President

SECTION VII

SECTION A

EVENT AUTHORIZATION

THIS EVENT AUTHORIZATION (the “**Authorization**”) is presented according to the requirements established within the executed *License Agreement* dated October 1, 2024, between the Parties listed below (the “**Agreement**”). This AUTHORIZATION is made and entered into by and between:

ASTONIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida with a mailing address of 219 E. Livingston St. Orlando, FL 32801 (the “**District**”); and

ASTONIA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, with a mailing address of 4110 S. Florida Ave., Suite 200, Lakeland, FL 33813 (the “**Licensee**”, together with the District, the “**Parties**”).

1. **AUTHORIZED EVENT.** The District hereby authorizes the following event:

Event Name	Astonia 5K Turkey Trot
Date	November 23, 2024
Time (inclusive of set-up and clean-up)	7:30 AM to 10:30 AM
Location	Parking lot adjacent to pool on Oceania Ave.
Description of Event	Tables will be set-up for runners/walkers to sign in and get their assigned start time. Small groups of runners/walkers will do a 5K course through the neighborhood to NOT impede traffic. Upon completion of the run, we would like to have several food trucks set up and available for post-run community gathering.
Additional requirements	Food trucks must submit a food truck license agreement in the form attached hereto as Exhibit A .

2. **EFFECTIVE DATE.** This AUTHORIZATION shall be effective as of the date of the last signature of the Parties hereto.

3. **ACCEPTANCE.** Execution of this AUTHORIZATION will authorize the Licensee to host the Event in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this AUTHORIZATION, remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this AUTHORIZATION to be executed the day and year below written.

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Signature

By: _____
Print Name

Its: _____
Title

Date: _____

ASTONIA HOMEOWNERS ASSOCIATION, INC.

Signature

By: _____
Print Name

Its: _____
Title

Date: _____

Exhibit A: Food Truck License Agreement

Exhibit A
Astoria Community Development District
Food Truck Vendor License Agreement

Date(s) of Event: _____ Name of Vendor: _____

Address: _____

Contact Person: _____ Phone #: _____

E-Mail: _____

I certify that I have read and understood the Terms and Conditions of this License Agreement before signing and that I am at least 18 years of age or older.

Vendor Signature

Date

District Representative

Date

No electrical outlet will be furnished
TERMS AND CONDITIONS OF LICENSE AGREEMENT

The Astoria Community Development District ("District") hereby authorizes Vendor to set up in the area specified by the District or its representative and participate in the event on the date(s) referenced above. Vendor's participation in the event and use of the District property may be suspended or revoked at any time, with or without cause, at the sole discretion of the District. In the event of such suspension or revocation, reasonable notice of the suspension or revocation will be provided in writing or communicated verbally, which shall be effective immediately upon receipt of such notice by the Vendor in question. Upon such suspension or revocation, Vendor shall immediately cease any activities that encourage, promote or otherwise may reasonably be foreseen to result in increased usage of the District's lands or facilities by the Vendor's patrons.

Vendor shall use all due care to protect the property of the District, the District's Patrons (as that term is defined in the Amenities Rules) and landowners from damage, and to require any users of its products or services to do the same. Vendor agrees that they shall assume responsibility for any and all damage to the District's facilities or lands as a result of the Vendor's activities in connection with this Agreement and other damage which may be attributable to an act or omission by Vendor, its patrons, agents, or employees. **Vendor is responsible for their own displays and any trash or waste generated by Vendor or its patrons.**

In consideration of the District's agreement to permit Vendor's use of the District property, Vendor agrees to defend, indemnify and hold harmless the District, its supervisors, officers, employees, consultants and agents, from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death or property damage of any nature arising out of, wholly or in part by, or in connection with, the Vendor's use of the District's facilities for purposes stated in this License Agreement, and their patrons and their officers, agents, employees and guests, including litigation with respect thereto. Vendor's obligations under this License Agreement shall include all costs and fees associated with said dispute, litigation, or otherwise, including but not limited to all settlements, judgments, damages, penalties, fines, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees and paralegal fees, incurred throughout all levels of proceedings. Nothing in this License Agreement requires Vendor to indemnify the District for any fault attributable to the District; however, Vendor is required to indemnify the District for any and all percentage of fault attributable to the Vendor and its agents, employees, or anyone related to the Vendor and its operations on the District property. Nothing in this Agreement shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or any other statute. Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, or have questions about the applicability of the Public Records Law, please contact the District Manager at (407) 841-5524 or jburns@gmscfl.com.

Vendor shall comply with all federal, state and local laws, rules, and regulations affecting the provision of food service at the District's lands or facilities (hereinafter, the "Laws"). The District shall not be responsible for either i) informing Vendor of the applicability of the Laws to the Vendor's services, or ii) ensuring Vendor's compliance with the Laws. Vendor is responsible for obtaining necessary and appropriate licenses, certifications and insurance required by the State of Florida and Polk County. Vendor hereby acknowledges that it has all required permit(s) and license(s):

[INITIAL].

Vendor further agrees to provide the District with a Certificate of Insurance with general liability coverage of at least \$1,000,000 naming the District as additional insured on Vendor's policy which may be determined to be acceptable by the District in its sole discretion.

SECTION B

EVENT AUTHORIZATION

THIS EVENT AUTHORIZATION (the “**Authorization**”) is presented according to the requirements established within the executed *License Agreement* dated October 1, 2024, between the Parties listed below (the “**Agreement**”). This AUTHORIZATION is made and entered into by and between:

ASTONIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida with a mailing address of 219 E. Livingston St. Orlando, FL 32801 (the “**District**”); and

ASTONIA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, with a mailing address of 4110 S. Florida Ave., Suite 200, Lakeland, FL 33813 (the “**Licensee**”, together with the District, the “**Parties**”).

1. **AUTHORIZED EVENT.** The District hereby authorizes the following event:

Event Name	Astonia Community Christmas Party
Date	December 15, 2024
Time (inclusive of set-up and clean-up)	4:00 PM to 7:00 PM
Location	Parking lot adjacent to pool on Oceania Ave.
Description of Event	Utilizing the parking lot on Oceania Ave by the pool as well as the adjacent field for vendors to set up tents/tables.
Additional requirements	Food trucks must submit a food truck license agreement in the form attached hereto as Exhibit A .

2. **EFFECTIVE DATE.** This AUTHORIZATION shall be effective as of the date of the last signature of the Parties hereto.

3. **ACCEPTANCE.** Execution of this AUTHORIZATION will authorize the Licensee to host the Event in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this AUTHORIZATION, remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this AUTHORIZATION to be executed the day and year below written.

**ASTONIA COMMUNITY
DEVELOPMENT DISTRICT**

Signature

By: _____
Print Name

Its: _____
Title

Date: _____

ASTONIA HOMEOWNERS ASSOCIATION, INC.

Signature

By: _____
Print Name

Its: _____
Title

Date: _____

Exhibit A: Food Truck License Agreement

Exhibit A
Astoria Community Development District
Food Truck Vendor License Agreement

Date(s) of Event: _____ Name of Vendor: _____

Address: _____

Contact Person: _____ Phone #: _____

E-Mail: _____

I certify that I have read and understood the Terms and Conditions of this License Agreement before signing and that I am at least 18 years of age or older.

Vendor Signature

Date

District Representative

Date

No electrical outlet will be furnished
TERMS AND CONDITIONS OF LICENSE AGREEMENT

The Astoria Community Development District ("District") hereby authorizes Vendor to set up in the area specified by the District or its representative and participate in the event on the date(s) referenced above. Vendor's participation in the event and use of the District property may be suspended or revoked at any time, with or without cause, at the sole discretion of the District. In the event of such suspension or revocation, reasonable notice of the suspension or revocation will be provided in writing or communicated verbally, which shall be effective immediately upon receipt of such notice by the Vendor in question. Upon such suspension or revocation, Vendor shall immediately cease any activities that encourage, promote or otherwise may reasonably be foreseen to result in increased usage of the District's lands or facilities by the Vendor's patrons.

Vendor shall use all due care to protect the property of the District, the District's Patrons (as that term is defined in the Amenities Rules) and landowners from damage, and to require any users of its products or services to do the same. Vendor agrees that they shall assume responsibility for any and all damage to the District's facilities or lands as a result of the Vendor's activities in connection with this Agreement and other damage which may be attributable to an act or omission by Vendor, its patrons, agents, or employees. **Vendor is responsible for their own displays and any trash or waste generated by Vendor or its patrons.**

In consideration of the District's agreement to permit Vendor's use of the District property, Vendor agrees to defend, indemnify and hold harmless the District, its supervisors, officers, employees, consultants and agents, from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death or property damage of any nature arising out of, wholly or in part by, or in connection with, the Vendor's use of the District's facilities for purposes stated in this License Agreement, and their patrons and their officers, agents, employees and guests, including litigation with respect thereto. Vendor's obligations under this License Agreement shall include all costs and fees associated with said dispute, litigation, or otherwise, including but not limited to all settlements, judgments, damages, penalties, fines, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees and paralegal fees, incurred throughout all levels of proceedings. Nothing in this License Agreement requires Vendor to indemnify the District for any fault attributable to the District; however, Vendor is required to indemnify the District for any and all percentage of fault attributable to the Vendor and its agents, employees, or anyone related to the Vendor and its operations on the District property. Nothing in this Agreement shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or any other statute. Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, or have questions about the applicability of the Public Records Law, please contact the District Manager at (407) 841-5524 or jburns@gmscfl.com.

Vendor shall comply with all federal, state and local laws, rules, and regulations affecting the provision of food service at the District's lands or facilities (hereinafter, the "Laws"). The District shall not be responsible for either i) informing Vendor of the applicability of the Laws to the Vendor's services, or ii) ensuring Vendor's compliance with the Laws. Vendor is responsible for obtaining necessary and appropriate licenses, certifications and insurance required by the State of Florida and Polk County. Vendor hereby acknowledges that it has all required permit(s) and license(s):

[INITIAL].

Vendor further agrees to provide the District with a Certificate of Insurance with general liability coverage of at least \$1,000,000 naming the District as additional insured on Vendor's policy which may be determined to be acceptable by the District in its sole discretion.

SECTION VIII

SECTION C

Astonia CDD

Field Management Report



November 13th, 2024

Allen Bailey

Field Manager

GMS

Completed

Speed Limit Signs



✚ The proposed speed limit signs have been installed in approved areas.

Yield Signs



✚ The approved yield signs have been installed in the approved areas.

Complete

Round About Landscape Improvement



✚ The improvements to the landscape at the proposed roundabouts have been completed.

Survey of L 28



✚ The survey of the property line at L 28 has been completed.

Hurricane Review

Landscape



✚ The landscape saw some damage. The vendor was quick to make repairs that were needed.

Signs



✚ Various sign we affected by the storm. GMS staff are working to repair district signage.

✚ Any signs that would affect the flow of traffic like stop signs have been corrected.

Hurricane Review

Fence



✚ The fences along Little Zion road and near Fury Street saw damage from the storm.

✚ These are scheduled from repair

Solar Panels



✚ A few solar panels for the mail kiosks were damaged.

✚ These are scheduled from repair.

Conclusion

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

Respectfully,
Allen Bailey

SECTION D

SECTION 1

Astoria Community Development District

Summary of Invoices

September 01, 2024 to September 30, 2024

Fund	Date	Check No.'s	Amount
General Fund	9/9/24	377-383	\$ 34,250.25
	9/16/24	384-386	\$ 7,705.56
	9/17/24	387	\$ 80,235.00
	9/20/24	388-391	\$ 32,587.50
Total			\$ 154,778.31

*** CHECK DATES 09/01/2024 - 09/30/2024 ***
 ASTONIA CDD-GENERAL FUND
 BANK B ASTONIA GENERAL FUND

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
9/09/24	00019	8/29/24 18300	202408 320-53800-47000		*	875.00	
		POND HERBICIDE AUG24					
		8/29/24 18300	202408 320-53800-47000		*	750.00	
		N. POND HERBICIDE AUG24					
				AQUATIC WEED MANAGEMENT, INC			1,625.00 000377
9/09/24	00021	8/28/24 13047	202408 330-57200-48200		*	1,090.00	
		CLEANING SVCS AUG24					
				CSS CLEAN STAR SERVICES CENTRAL FL			1,090.00 000378
9/09/24	00025	9/01/24 24199	202409 320-53800-46500		*	2,500.00	
		POOL MAINTENANCE SEP24					
				MCDONNELL CORPORATION DBA RESORT			2,500.00 000379
9/09/24	00013	8/21/24 224114-J	202407 320-53800-43200		*	1,318.80	
		REUSE LITTLE ZION JUL24					
				POLK COUNTY UTILITIES			1,318.80 000380
9/09/24	00010	8/28/24 14220	202408 320-53800-47300		*	130.00	
		LABOR FOR EXCHNG DECODER					
		9/01/24 14091	202409 320-53800-46200		*	14,719.58	
		LANDSCAPE MAINT SEP24					
		9/01/24 14091	202409 320-53800-46200		*	1,303.24	
		AMENITY LANDSCAPE SEP24					
		9/01/24 14091	202409 320-53800-46200		*	2,060.00	
		CHATEAU LANDSCAPE SEP24					
				PRINCE & SONS INC.			18,212.82 000381
9/09/24	00032	8/31/24 11862090	202408 330-53800-48100		*	2,499.88	
		SECURITY SVCS AUG24					
				SECURITAS SECURITY SERVICES USA INC			2,499.88 000382
9/09/24	00015	8/23/24 7449782	202408 310-51300-32300		*	7,003.75	
		TRUSTEE FEE SER 2021 AA2					
				U.S. BANK			7,003.75 000383
9/16/24	00001	9/01/24 128	202409 310-51300-34000		*	3,343.67	
		MANAGEMENT FEES SEP24					
		9/01/24 128	202409 310-51300-35100		*	100.00	
		WEBSITE ADMIN SEP24					
		9/01/24 128	202409 310-51300-35200		*	150.00	
		INFORMATION TECH SEP24					
		9/01/24 128	202409 310-51300-31300		*	1,041.67	
		DISSEMINATION SVCS SEP24					
		9/01/24 128	202409 330-57200-48300		*	562.50	
		AMENITY ACCESS SEP24					

ASTO ASIONIA CDD IARAUJO

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		9/01/24 128	202409 310-51300-51000		*	1.26	
		OFFICE SUPPLIES SEP24					
		9/01/24 128	202409 310-51300-42000		*	247.21	
		POSTAGE SEP24					
		9/01/24 129	202409 320-53800-34000		*	1,391.25	
		FIELD MANAGEMENT SEP24					
			GOVERNMENTAL MANAGEMENT SERVICES-				6,837.56 000384
9/16/24 00020		8/30/24 22339	202408 310-51300-31100		*	125.00	
		REVIEW/APPROVE REQUISITNS					
			HUNTER ENGINEERING, INC.				125.00 000385
9/16/24 00011		9/12/24 10376	202408 310-51300-31500		*	743.00	
		GENERAL COUNSEL AUG24					
			KILINSKI VAN WYK PLLC				743.00 000386
9/17/24 00033		9/17/24 09172024	202409 300-58100-10000		*	80,235.00	
		TXFER CAP RESERVS FY23&24					
			ASTONIA CDD C/O BANK UNITED				80,235.00 000387
9/20/24 00003		9/03/24 25142	202409 300-15500-10000		*	25,545.00	
		FY25 INSURANCE POLICY					
			EGIS INSURANCE ADVISORS, LLC				25,545.00 000388
9/20/24 00001		9/15/24 130	202409 300-15500-10000		*	6,825.00	
		ASSESSMENT ROLL FY25					
			GOVERNMENTAL MANAGEMENT SERVICES-				6,825.00 000389
9/20/24 00027		8/22/24 60656787	202408 330-57200-48100		*	125.00	
		PEST CONTROL AUG24					
			MASSEY SERVICES				125.00 000390
9/20/24 00010		9/07/24 14287	202409 320-53800-47300		*	92.50	
		REPAIRED BROKEN ROTOR					
			PRINCE & SONS INC.				92.50 000391
				TOTAL FOR BANK B		154,778.31	
				TOTAL FOR REGISTER		154,778.31	

SECTION 2

Astonia
Community Development District

Unaudited Financial Reporting
September 30, 2024



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Astonia
Community Development District
Combined Balance Sheet
September 30, 2024

	General Fund	Capital Reserve Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:					
Operating Account	\$ 412,252	\$ 80,317	\$ -	\$ -	\$ 492,569
Due From Developer	\$ -	\$ -	\$ -	\$ 89,001	\$ 89,001
Prepaid Expense	\$ 32,370	\$ -	\$ -	\$ -	\$ 32,370
Investments:					
<u>Series 2020</u>					
Reserve	\$ -	\$ -	\$ 108,689	\$ -	\$ 108,689
Revenue	\$ -	\$ -	\$ 84,853	\$ -	\$ 84,853
Prepayment	\$ -	\$ -	\$ 218	\$ -	\$ 218
Construction	\$ -	\$ -	\$ -	\$ 4,490	\$ 4,490
<u>Series 2021 A2</u>					
Reserve	\$ -	\$ -	\$ 558,040	\$ -	\$ 558,040
Revenue	\$ -	\$ -	\$ 251,792	\$ -	\$ 251,792
<u>Series 2021 North Parcel</u>					
Reserve	\$ -	\$ -	\$ 197,686	\$ -	\$ 197,686
Revenue	\$ -	\$ -	\$ 171,152	\$ -	\$ 171,152
<u>Series 2023</u>					
Reserve	\$ -	\$ -	\$ 139,194	\$ -	\$ 139,194
Revenue	\$ -	\$ -	\$ 127,621	\$ -	\$ 127,621
<u>Series 2024</u>					
Reserve	\$ -	\$ -	\$ 251,983	\$ -	\$ 251,983
Interest	\$ -	\$ -	\$ 99,190	\$ -	\$ 99,190
Revenue	\$ -	\$ -	\$ 10,552	\$ -	\$ 10,552
Construction	\$ -	\$ -	\$ -	\$ 152,069	\$ 152,069
Total Assets	\$ 444,622	\$ 80,317	\$ 2,000,970	\$ 245,560	\$ 2,771,469
Liabilities:					
Accounts Payable	\$ 17,470	\$ -	\$ -	\$ -	\$ 17,470
Contracts Payable	\$ -	\$ -	\$ -	\$ 89,001	\$ 89,001
Total Liabilities	\$ 17,470	\$ -	\$ -	\$ 89,001	\$ 106,472
Fund Balances:					
Nonspendable:					
Deposits and Prepaid Items	\$ 32,370	\$ -	\$ -	\$ -	\$ 32,370
Restricted for:					
Debt Service	\$ -	\$ -	\$ 2,000,970	\$ -	\$ 2,000,970
Capital Projects	\$ -	\$ -	\$ -	\$ 156,558	\$ 156,558
Assigned for:					
Capital Reserves	\$ -	\$ 80,317	\$ -	\$ -	\$ 80,317
Unassigned	\$ 394,782	\$ -	\$ -	\$ -	\$ 394,782
Total Fund Balances	\$ 427,152	\$ 80,317	\$ 2,000,970	\$ 156,558	\$ 2,664,997
Total Liabilities & Fund Balance	\$ 444,622	\$ 80,317	\$ 2,000,970	\$ 245,560	\$ 2,771,469

Astonia
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Assesments - Tax Roll	\$ 771,546	\$ 771,546	\$ 776,542	\$ 4,996
Assessments - Direct	\$ 21,464	\$ 21,464	\$ 21,464	\$ 0
Miscellaneous Income	\$ -	\$ -	\$ 708	\$ 708
Total Revenues	\$ 793,010	\$ 793,010	\$ 798,715	\$ 5,705

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 12,000	\$ -	\$ 12,000
Engineering	\$ 15,000	\$ 15,000	\$ 10,000	\$ 5,000
Attorney	\$ 25,000	\$ 25,000	\$ 19,868	\$ 5,132
Annual Audit	\$ 6,600	\$ 6,600	\$ 7,600	\$ (1,000)
Assessment Administration	\$ 6,500	\$ 6,500	\$ 6,500	\$ -
Arbitrage	\$ 2,250	\$ 2,250	\$ 2,700	\$ (450)
Dissemination	\$ 9,500	\$ 9,500	\$ 11,667	\$ (2,167)
Trustee Fees	\$ 19,126	\$ 19,126	\$ 15,301	\$ 3,825
Management Fees	\$ 40,124	\$ 40,124	\$ 40,124	\$ -
Information Technology	\$ 1,800	\$ 1,800	\$ 1,800	\$ -
Website Administration	\$ 1,200	\$ 1,200	\$ 1,200	\$ -
Telephone	\$ 100	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 900	\$ 900	\$ 4,071	\$ (3,171)
Insurance	\$ 6,695	\$ 6,695	\$ 5,758	\$ 937
Printing & Binding	\$ 200	\$ 200	\$ 0	\$ 200
Legal Advertising	\$ 6,250	\$ 6,250	\$ 5,339	\$ 911
Contingency	\$ 2,200	\$ 2,200	\$ 2,053	\$ 147
Office Supplies	\$ 250	\$ 250	\$ 34	\$ 216
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 155,870	\$ 155,870	\$ 134,189	\$ 21,681

Astonia
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted Budget	Prorated Budget Thru 09/30/24	Actual Thru 09/30/24	Variance
<u>Operations & Maintenance</u>				
<u>Field Expenditures</u>				
Property Insurance	\$ 20,000	\$ 20,000	\$ 17,598	\$ 2,402
Field Management	\$ 16,695	\$ 16,695	\$ 16,695	\$ -
Landscape Maintenance	\$ 245,000	\$ 245,000	\$ 198,664	\$ 46,336
Landscape Replacement	\$ 35,000	\$ 35,000	\$ 2,745	\$ 32,255
Lake Maintenance	\$ 25,000	\$ 25,000	\$ 18,000	\$ 7,000
Streetlights	\$ 25,500	\$ 25,500	\$ 46,315	\$ (20,815)
Electric	\$ 8,000	\$ 8,000	\$ 7,880	\$ 120
Water & Sewer	\$ 20,000	\$ 20,000	\$ 67,796	\$ (47,796)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Irrigation Repairs	\$ 15,000	\$ 15,000	\$ 3,632	\$ 11,368
General Repairs & Maintenance	\$ 17,000	\$ 17,000	\$ 18,405	\$ (1,405)
Contingency	\$ 10,000	\$ 10,000	\$ 14,953	\$ (4,953)
Subtotal Field Expenditures	\$ 439,695	\$ 439,695	\$ 412,682	\$ 27,013
<u>Amenity Expenses</u>				
Amenity - Electric	\$ 15,000	\$ 15,000	\$ 5,420	\$ 9,580
Amenity - Water	\$ 10,000	\$ 10,000	\$ 14,199	\$ (4,199)
Internet	\$ 3,000	\$ 3,000	\$ 940	\$ 2,060
Pest Control	\$ 720	\$ 720	\$ 1,500	\$ (780)
Janitorial Service	\$ 15,000	\$ 15,000	\$ 14,867	\$ 133
Security Services	\$ 34,000	\$ 34,000	\$ 24,853	\$ 9,147
Pool Maintenance	\$ 36,000	\$ 36,000	\$ 30,000	\$ 6,000
Amenity Repairs & Maintenance	\$ 15,000	\$ 15,000	\$ 7,599	\$ 7,401
Amenity Access Management	\$ 6,750	\$ 6,750	\$ 6,750	\$ -
Pool Permit	\$ -	\$ -	\$ 280	\$ (280)
Contingency	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Subtotal Amenity Expenditures	\$ 145,470	\$ 145,470	\$ 106,409	\$ 39,061
Total Expenditures	\$ 741,035	\$ 741,035	\$ 653,281	\$ 87,754
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 145,434	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out) - Capital Reserves	\$ (51,975)	\$ (51,975)	\$ (51,975)	\$ -
Total Other Financing Sources (Uses)	\$ (51,975)	\$ (51,975)	\$ (51,975)	\$ -
Net Change in Fund Balance	\$ -		\$ 93,459	
Fund Balance - Beginning	\$ -		\$ 333,692	
Fund Balance - Ending	\$ -		\$ 427,152	

Astonia
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 82	\$ 82
Total Revenues	\$ -	\$ -	\$ 82	\$ 82
<u>Expenditures:</u>				
Contingency	\$ -	\$ -	\$ 1,135	\$ (1,135)
Total Expenditures	\$ -	\$ -	\$ 1,135	\$ (1,135)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (1,053)	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ 51,975	\$ 51,975	\$ 51,975	\$ -
Total Other Financing Sources (Uses)	\$ 51,975	\$ 51,975	\$ 51,975	\$ -
Net Change in Fund Balance	\$ 51,975		\$ 50,922	
Fund Balance - Beginning	\$ 29,395		\$ 29,395	
Fund Balance - Ending	\$ 81,370		\$ 80,317	

Astonia
Community Development District
Debt Service Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues</u>				
Assessments - Tax Roll	\$ 220,403	\$ 220,403	\$ 219,293	\$ (1,110)
Interest	\$ -	\$ -	\$ 10,840	\$ 10,840
Total Revenues	\$ 220,403	\$ 220,403	\$ 230,133	\$ 9,730
<u>Expenditures:</u>				
Interest Payment - 11/01	\$ 70,319	\$ 70,319	\$ 70,319	\$ -
Principal Payment - 05/01	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
Interest Payment - 05/01	\$ 70,319	\$ 70,319	\$ 70,319	\$ -
Total Expenditures	\$ 215,638	\$ 215,638	\$ 215,638	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 4,765	\$ 4,765	\$ 14,495	\$ 9,730
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (115,035)	\$ (115,035)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (115,035)	\$ (115,035)
Net Change in Fund Balance	\$ 4,765		\$ (100,540)	
Fund Balance - Beginning	\$ 78,762		\$ 294,299	
Fund Balance - Ending	\$ 83,527		\$ 193,760	

Astonia
Community Development District
Debt Service Fund - Series 2021 A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 558,500	\$ 558,500	\$ 562,118	\$ 3,618
Interest	\$ -	\$ -	\$ 39,425	\$ 39,425
Total Revenues	\$ 558,500	\$ 558,500	\$ 601,543	\$ 43,043
Expenditures:				
Interest Payment - 11/01	\$ 174,098	\$ 174,098	\$ 174,098	\$ -
Principal Payment - 05/01	\$ 210,000	\$ 210,000	\$ 210,000	\$ -
Interest Payment - 05/01	\$ 174,098	\$ 174,098	\$ 174,098	\$ -
Total Expenditures	\$ 558,195	\$ 558,195	\$ 558,195	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 305		\$ 43,348	
Fund Balance - Beginning	\$ 204,197		\$ 766,484	
Fund Balance - Ending	\$ 204,502		\$ 809,832	

Astonia
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, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues:				
Assessments	\$ 395,460	\$ 395,460	\$ 398,022	\$ 2,562
Interest	\$ -	\$ -	\$ 18,452	\$ 18,452
Total Revenues	\$ 395,460	\$ 395,460	\$ 416,474	\$ 21,014
Expenditures:				
Interest Payment - 11/01	\$ 120,155	\$ 120,155	\$ 120,155	\$ -
Principal Payment - 05/01	\$ 155,000	\$ 155,000	\$ 155,000	\$ -
Interest Payment - 05/01	\$ 120,155	\$ 120,155	\$ 120,155	\$ -
Total Expenditures	\$ 395,310	\$ 395,310	\$ 395,310	\$ -
Net Change in Fund Balance	\$ 150		\$ 21,164	
Fund Balance - Beginning	\$ 149,761		\$ 347,674	
Fund Balance - Ending	\$ 149,911		\$ 368,838	

Astonia
Community Development District
Debt Service Fund - Series 2023
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues:				
Assessments	\$ -	\$ -	\$ 280,192	\$ 280,192
Assessments - Direct	\$ -	\$ -	\$ 120,593	\$ 120,593
Interest	\$ -	\$ -	\$ 12,984	\$ 12,984
Total Revenues	\$ -	\$ -	\$ 413,769	\$ 413,769
Expenditures:				
Interest Payment - 12/01	\$ -	\$ -	\$ 120,593	\$ (120,593)
Principal Payment - 06/15	\$ -	\$ -	\$ 60,000	\$ (60,000)
Interest Payment - 06/15	\$ -	\$ -	\$ 107,459	\$ (107,459)
Total Expenditures	\$ -	\$ -	\$ 288,053	\$ (288,053)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 125,716	\$ 701,821
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 109	\$ 109
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 109	\$ 109
Net Change in Fund Balance	\$ -		\$ 125,825	
Fund Balance - Beginning	\$ -		\$ 140,991	
Fund Balance - Ending	\$ -		\$ 266,816	

Astoria
Community Development District
Debt Service Fund - Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 10,552	\$ 10,552
Total Revenues	\$ -	\$ -	\$ 10,552	\$ 10,552
<u>Expenditures:</u>				
Interest Payment - 05/01	\$ -	\$ -	\$ 50,092	\$ (50,092)
Total Expenditures	\$ -	\$ -	\$ 50,092	\$ (50,092)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (39,540)	\$ 60,644
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ 107	\$ 107
Bond Proceeds	\$ -	\$ -	\$ 401,158	\$ 401,158
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 401,265	\$ 401,265
Net Change in Fund Balance	\$ -		\$ 361,725	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 361,725	

Astonia
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 174	\$ 174
Total Revenues	\$ -	\$ -	\$ 174	\$ 174
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 116,046	\$ (116,046)
Total Expenditures	\$ -	\$ -	\$ 116,046	\$ (116,046)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (115,872)	\$ 116,221
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ 115,035	\$ 115,035
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 115,035	\$ 115,035
Net Change in Fund Balance	\$ -		\$ (837)	
Fund Balance - Beginning	\$ -		\$ 5,327	
Fund Balance - Ending	\$ -		\$ 4,490	

Astonia
Community Development District
Capital Projects Fund - Series 2021 A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Developer Contribution	\$ -	\$ -	\$ 539	\$ 539
Total Revenues	\$ -	\$ -	\$ 539	\$ -
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 539	\$ (539)
Total Expenditures	\$ -	\$ -	\$ 539	\$ (539)
Net Change in Fund Balance	\$ -		\$ -	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ -	

Astonia
Community Development District
Capital Projects Fund - Series 2021 North Parcel
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues:				
Developer Contributions	\$ -	\$ -	\$ 724	\$ 724
Total Revenues	\$ -	\$ -	\$ 724	\$ 724
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 724	\$ (724)
Total Expenditures	\$ -	\$ -	\$ 724	\$ (724)
Net Change in Fund Balance	\$ -		\$ -	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ -	

Astonia
Community Development District
Capital Projects Fund - Series 2023
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 1	\$ 1
Total Revenues	\$ -	\$ -	\$ 1	\$ 1
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 1	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (109)	\$ (109)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (109)	\$ (109)
Net Change in Fund Balance	\$ -		\$ (107)	
Fund Balance - Beginning	\$ -		\$ 107	
Fund Balance - Ending	\$ -		\$ 0	

Astonia
Community Development District
Capital Projects Fund - Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 31,383	\$ 31,383
Developer Contribution	\$ -	\$ -	\$ 89,001	\$ 89,001
Total Revenues	\$ -	\$ -	\$ 120,384	\$ 120,384
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 2,962,875	\$ (2,962,875)
Capital Outlay - Cost Of Issuance	\$ -	\$ -	\$ 244,175	\$ (244,175)
Total Expenditures	\$ -	\$ -	\$ 3,207,050	\$ (3,207,050)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (3,086,666)	
<u>Other Financing Sources/(Uses)</u>				
Bond Proceeds	\$ -	\$ -	\$ 3,238,842	\$ 3,238,842
Transfer In/(Out)	\$ -	\$ -	\$ (107)	\$ (107)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 3,238,735	\$ 3,238,735
Net Change in Fund Balance	\$ -		\$ 152,069	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 152,069	

Astoria
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessment - Tax Roll	\$ -	\$ 37,833	\$ 684,130	\$ 5,820	\$ 13,731	\$ 12,441	\$ 5,284	\$ 3,461	\$ 13,758	\$ 86	\$ -	\$ -	\$ 776,542
Assessment - Direct	\$ 10,732	\$ -	\$ -	\$ -	\$ 5,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,366	\$ 21,464
Miscellaneous Income	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118	\$ 30	\$ 30	\$ -	\$ 30	\$ 708
Total Revenues	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118	\$ 30	\$ 30	\$ -	\$ 30	\$ 798,715
Expenditures:													
<u>Administrative</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ 750	\$ 250	\$ 250	\$ 250	\$ 250	\$ 750	\$ -	\$ 125	\$ 7,125	\$ 250	\$ -	\$ -	\$ 10,000
Attorney	\$ 2,023	\$ 1,599	\$ 3,988	\$ 1,922	\$ 580	\$ 2,211	\$ -	\$ 2,625	\$ 865	\$ 1,617	\$ 743	\$ 1,696	\$ 19,868
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500	\$ 1,000	\$ 1,100	\$ -	\$ -	\$ 7,600
Assessment Administration	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500
Arbitrage	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800	\$ -	\$ 2,700
Dissemination	\$ 833	\$ 833	\$ 833	\$ 833	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 11,667
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,256	\$ -	\$ 7,004	\$ -	\$ 15,301
Management Fees	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 3,344	\$ 40,124
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 114	\$ 40	\$ 27	\$ 469	\$ 1,198	\$ 32	\$ 50	\$ 181	\$ 1,528	\$ 108	\$ 78	\$ 247	\$ 4,071
Insurance	\$ 5,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,758
Printing & Binding	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Legal Advertising	\$ 450	\$ 618	\$ -	\$ -	\$ 388	\$ -	\$ 388	\$ -	\$ 3,126	\$ -	\$ -	\$ 369	\$ 5,339
Contingency	\$ 39	\$ -	\$ 39	\$ 47	\$ 146	\$ 146	\$ 154	\$ 122	\$ 141	\$ 106	\$ 106	\$ 1,006	\$ 2,053
Office Supplies	\$ 4	\$ 4	\$ 3	\$ 3	\$ 1	\$ 1	\$ 4	\$ 2	\$ 4	\$ 2	\$ 4	\$ 1	\$ 34
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 25,180	\$ 6,938	\$ 8,735	\$ 7,118	\$ 7,198	\$ 7,776	\$ 5,231	\$ 13,190	\$ 22,681	\$ 7,817	\$ 14,370	\$ 7,955	\$ 134,189

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	\$ 15,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,619	\$ -	\$ -	\$ -	\$ -	\$ -	17,598
Field Management	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	16,695
Landscape Maintenance	\$ 10,053	\$ 16,023	\$ 16,023	\$ 16,023	\$ 16,023	\$ 16,023	\$ 18,083	\$ 18,083	\$ 18,083	\$ 18,083	\$ 18,083	\$ 18,083	198,664
Landscape Replacement	\$ -	\$ 945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800	2,745
Lake Maintenance	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,625	\$ 1,625	\$ 1,625	\$ 1,625	\$ 1,625	\$ 1,625	\$ 1,625	18,000
Streetlights	\$ 2,905	\$ 2,678	\$ 2,674	\$ 1,651	\$ 3,392	\$ 2,865	\$ 4,235	\$ 3,900	\$ 11,688	\$ 3,915	\$ 3,487	\$ 2,926	46,315
Electric	\$ 1,440	\$ 3,525	\$ 1,386	\$ -	\$ 36	\$ 111	\$ 59	\$ 1,256	\$ -	\$ 22	\$ 22	\$ 22	7,880
Water & Sewer	\$ 6,073	\$ 29,377	\$ 4,888	\$ 1,900	\$ 1,283	\$ 562	\$ 7,307	\$ 2,052	\$ 5,625	\$ 2,853	\$ 2,283	\$ 3,590	67,796
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ 361	\$ 1,764	\$ 405	\$ 319	\$ 61	\$ 89	\$ -	\$ -	\$ -	\$ 305	\$ 236	\$ 93	3,632
General Repairs & Maintenance	\$ 1,148	\$ 913	\$ 1,231	\$ -	\$ 906	\$ -	\$ 1,647	\$ 4,805	\$ 5,607	\$ 807	\$ 1,340	\$ -	18,405
Contingency	\$ -	\$ 1,079	\$ -	\$ -	\$ 13,874	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,953
Subtotal Field Expenses	\$ 40,675	\$ 59,021	\$ 29,323	\$ 22,609	\$ 38,292	\$ 22,666	\$ 35,967	\$ 33,113	\$ 44,019	\$ 29,001	\$ 28,467	\$ 29,530	\$ 412,682
<u>Amenity Expenses</u>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 892	\$ 865	\$ 804	\$ 890	\$ -	\$ -	\$ 945	\$ 1,025	5,420
Amenity - Water	\$ -	\$ -	\$ -	\$ 3,960	\$ 3,752	\$ 230	\$ 276	\$ 147	\$ 147	\$ 1,215	\$ 1,541	\$ 2,931	14,199
Internet	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 100	\$ 100	940
Pest Control	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	1,500
Janitorial Service	\$ 1,325	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,350	\$ 1,270	\$ 1,250	\$ 1,250	\$ 1,322	\$ 1,280	\$ 1,090	\$ 1,130	14,867
Security Services	\$ 3,957	\$ -	\$ -	\$ -	\$ 645	\$ 2,964	\$ 2,818	\$ 2,978	\$ 3,064	\$ 2,616	\$ 2,500	\$ 3,311	24,853
Pool Maintenance	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	30,000
Amenity Repairs & Maintenance	\$ -	\$ -	\$ 573	\$ 2,249	\$ -	\$ 665	\$ -	\$ 250	\$ 1,591	\$ 570	\$ -	\$ 1,702	7,599
Amenity Access Management	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563	6,750
Pool Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280	\$ -	\$ -	\$ -	\$ -	280
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenses	\$ 8,542	\$ 4,460	\$ 5,033	\$ 10,669	\$ 9,900	\$ 9,256	\$ 8,411	\$ 9,058	\$ 9,387	\$ 8,944	\$ 9,364	\$ 13,386	\$ 106,409
Total Maintenance	\$ 49,218	\$ 63,481	\$ 34,356	\$ 33,278	\$ 48,191	\$ 31,922	\$ 44,378	\$ 42,170	\$ 53,406	\$ 37,944	\$ 37,830	\$ 42,917	\$ 519,091
Total Expenditures	\$ 74,398	\$ 70,419	\$ 43,091	\$ 40,395	\$ 55,389	\$ 39,698	\$ 49,609	\$ 55,360	\$ 76,087	\$ 45,761	\$ 52,201	\$ 50,871	\$ 653,281
<u>Other Financing Sources/(Uses)</u>													
Transfer In/Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (51,975)	\$ (51,975)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (51,975)	\$ (51,975)
Excess Revenues (Expenditures)	\$ (73,898)	\$ (70,419)	\$ (43,091)	\$ (40,395)	\$ (55,389)	\$ (39,698)	\$ (49,609)	\$ (55,242)	\$ (76,057)	\$ (45,731)	\$ (52,201)	\$ 1,134	\$ 93,459

Astonia
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

ON ROLL ASSESSMENTS

								Gross Assessments	\$829,618.04	\$	234,281.01	\$	600,537.63	\$	425,225.81	\$	299,342.64	\$2,389,005.13
								Net Assessments	\$771,544.78	\$	217,881.34	\$	558,500.00	\$	395,460.00	\$	278,388.66	\$2,221,774.77
								ASSESSED THROUGH COUNTY										
								35%	10%	25%	18%	13%	100%					
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	2020 Debt Service	2021 Debt Service: AA2	2021 Debt Service: North	2023 Debt Service	Total					
11/14/23	10/01/23-10/31/23	\$ 21,302.53	\$ (852.10)	\$ (409.01)	\$ -	\$ -	\$ 20,041.42	\$ 6,959.69	\$ 1,965.39	\$ 5,037.92	\$ 3,567.23	\$ 2,511.19	\$ 20,041.42					
11/17/23	11/01/23-11/05/23	\$ 61,073.53	\$ (2,443.10)	\$ (1,172.61)	\$ -	\$ -	\$ 57,457.82	\$ 19,953.10	\$ 5,634.68	\$ 14,443.49	\$ 10,227.08	\$ 7,199.47	\$ 57,457.82					
11/24/23	11/06/23-11/12/23	\$ 33,424.67	\$ (1,337.03)	\$ (641.75)	\$ -	\$ -	\$ 31,445.89	\$ 10,920.07	\$ 3,083.78	\$ 7,904.73	\$ 5,597.14	\$ 3,940.17	\$ 31,445.89					
12/8/23	11/13/23-11/22/23	\$ 204,652.36	\$ (8,186.18)	\$ (3,929.32)	\$ -	\$ -	\$ 192,536.86	\$ 66,861.33	\$ 18,881.39	\$ 48,399.07	\$ 34,270.18	\$ 24,124.89	\$ 192,536.86					
12/21/23	11/23/23-11/30/23	\$ 1,808,111.56	\$ (72,326.19)	\$ (34,715.71)	\$ -	\$ -	\$ 1,701,069.66	\$ 590,722.08	\$ 166,817.69	\$ 427,607.43	\$ 302,778.22	\$ 213,144.24	\$ 1,701,069.66					
12/29/23	12/01/23-12/15/23	\$ 106,056.31	\$ (3,675.02)	\$ (2,047.63)	\$ -	\$ -	\$ 100,333.66	\$ 34,842.37	\$ 9,839.36	\$ 25,221.44	\$ 17,858.67	\$ 12,571.82	\$ 100,333.66					
12/31/23	INV#4652063	\$ -	\$ -	\$ -	\$ -	\$ (15,593.89)	\$ (15,593.89)	\$ (5,415.21)	\$ (1,529.24)	\$ (3,919.92)	\$ (2,775.60)	\$ (1,953.92)	\$ (15,593.89)					
12/31/23	INV#4652064	\$ -	\$ -	\$ -	\$ -	\$ (8,296.18)	\$ (8,296.18)	\$ (2,880.97)	\$ (813.58)	\$ (2,085.46)	\$ (1,476.66)	\$ (1,039.51)	\$ (8,296.18)					
1/10/24	12/16/23-12/31/23	\$ 11,774.18	\$ (353.24)	\$ (228.42)	\$ -	\$ -	\$ 11,192.52	\$ 3,886.77	\$ 1,097.61	\$ 2,813.53	\$ 1,992.19	\$ 1,402.42	\$ 11,192.52					
1/16/24	10/01/23-12/31/23	\$ -	\$ -	\$ -	\$ 5,566.36	\$ -	\$ 5,566.36	\$ 1,933.00	\$ 545.87	\$ 1,399.25	\$ 990.77	\$ 697.47	\$ 5,566.36					
2/9/24	01/01/24-01/31/24	\$ 41,289.66	\$ (943.43)	\$ (806.92)	\$ -	\$ -	\$ 39,539.31	\$ 13,730.62	\$ 3,877.48	\$ 9,939.22	\$ 7,037.71	\$ 4,954.28	\$ 39,539.31					
3/13/24	02/01/24-02/29/24	\$ 37,203.67	\$ (647.27)	\$ (731.13)	\$ -	\$ -	\$ 35,825.27	\$ 12,440.86	\$ 3,513.25	\$ 9,005.61	\$ 6,376.64	\$ 4,488.91	\$ 35,825.27					
4/10/24	03/01/24-03/31/24	\$ 15,548.36	\$ (20.43)	\$ (310.56)	\$ -	\$ -	\$ 15,217.37	\$ 5,284.46	\$ 1,492.31	\$ 3,825.29	\$ 2,708.57	\$ 1,906.74	\$ 15,217.37					
5/20/24	01/01/24-03/31/24	\$ -	\$ -	\$ -	\$ 206.00	\$ -	\$ 206.00	\$ 71.54	\$ 20.20	\$ 51.78	\$ 36.67	\$ 25.81	\$ 206.00					
5/31/24	04/01/24-04/30/24	\$ 9,958.79	\$ -	\$ (199.18)	\$ -	\$ -	\$ 9,759.61	\$ 3,389.17	\$ 957.09	\$ 2,453.33	\$ 1,737.14	\$ 1,222.88	\$ 9,759.61					
6/20/24	05/01/24-05/31/24	\$ 11,806.14	\$ -	\$ (236.12)	\$ -	\$ -	\$ 11,570.02	\$ 4,017.87	\$ 1,134.63	\$ 2,908.42	\$ 2,059.38	\$ 1,449.72	\$ 11,570.02					
6/28/24	06/03/24-06/03/24	\$ 28,619.53	\$ -	\$ (572.39)	\$ -	\$ -	\$ 28,047.14	\$ 9,739.79	\$ 2,750.48	\$ 7,050.37	\$ 4,992.19	\$ 3,514.31	\$ 28,047.14					
7/25/24	04/01/24-06/30/24	\$ -	\$ -	\$ -	\$ 247.40	\$ -	\$ 247.40	\$ 85.91	\$ 24.26	\$ 62.19	\$ 44.04	\$ 31.00	\$ 247.40					
Total		\$ 2,390,821.29	\$ (90,783.99)	\$ (46,000.75)	\$ 6,019.76	\$ (23,890.07)	\$ 2,236,166.24	\$ 776,542.45	\$ 219,292.65	\$ 562,117.69	\$ 398,021.56	\$ 280,191.89	\$ 2,236,166.24					

100.65%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

AG EHC II LEN MULTI STATE 3 LLC						
2023-01				Interest	\$ 120,593.30	\$ 120,593.30
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Series 2023	
11/30/23	10/1/23	2141376	\$ 120,593.30	\$ 120,593.30	\$ 120,593.30	
				\$ 120,593.30	\$ 120,593.30	

Pine Tree Trail Property, LLC						
2024-01				Net Assessments	\$ 21,464.25	\$ 21,464.25
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	
10/12/23	10/1/23	1024	\$ 10,732.13	\$ 10,732.13	\$ 10,732.13	
2/1/24	2/1/24	1006	\$ 5,366.06	\$ 5,366.06	\$ 5,366.06	
9/18/24	5/1/24	1014	\$ 5,366.06	\$ 5,366.06	\$ 5,366.06	
				\$ 21,464.25	\$ 21,464.25	

Astonia
Community Development District
Long Term Debt Report

SERIES 2020, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.750%, 3.375%, 4.000%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND BALANCE	\$108,689	
BONDS OUTSTANDING - 3/17/21		\$3,830,000
SPECIAL CALL - 02/01/22		(\$40,000)
PRINCIPAL PAYMENT - 05/01/22		(\$70,000)
SPECIAL CALL - 05/01/22		(\$10,000)
PRINCIPAL PAYMENT - 05/01/23		(\$75,000)
PRINCIPAL PAYMENT - 05/01/24		(\$75,000)
CURRENT BONDS OUTSTANDING		\$3,560,000

SERIES 2021, AREA 2 SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.50%, 3.00%, 3.20%, 4.00%	
MATURITY DATE:	5/1/2052	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$558,040	
RESERVE FUND BALANCE	\$558,040	
BONDS OUTSTANDING - 7/20/21		\$10,065,000
PRINCIPAL PAYMENT - 05/01/23		(\$205,000)
PRINCIPAL PAYMENT - 05/01/24		(\$210,000)
CURRENT BONDS OUTSTANDING		\$9,650,000

SERIES 2021, NORTH PARCEL SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.50%, 3.00%, 3.20%, 4.00%	
MATURITY DATE:	5/1/2052	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$197,686	
RESERVE FUND BALANCE	\$197,686	
BONDS OUTSTANDING - 7/20/21		\$7,155,000
PRINCIPAL PAYMENT - 05/01/22		(\$145,000)
PRINCIPAL PAYMENT - 05/01/23		(\$150,000)
PRINCIPAL PAYMENT - 05/01/24		(\$155,000)
CURRENT BONDS OUTSTANDING		\$6,705,000

SERIES 2023, AREA 3 SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	4.350%, 5.125%, 5.375%	
MATURITY DATE:	6/15/2053	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$139,194	
RESERVE FUND BALANCE	\$139,194	
BONDS OUTSTANDING - 05/23/23		\$4,165,000
PRINCIPAL PAYMENT - 06/01/24		(\$60,000)
CURRENT BONDS OUTSTANDING		\$4,105,000

SERIES 2024, AREA 4 SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	4.500%, 5.375%, 5.700%	
MATURITY DATE:	5/1/2024	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$251,983	
RESERVE FUND BALANCE	\$251,983	
BONDS OUTSTANDING - 05/23/23		\$3,640,000
CURRENT BONDS OUTSTANDING		\$3,640,000