

PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Monday October 23, 2023

4:30 p.m.

Location:
Parkland Preserve
Amenity Center
835 Parkland Trail
St. Augustine, FL 32095

Note: The Advanced Meeting Package is a working document and thus all materials are considered <u>DRAFTS</u> prior to presentation and Board acceptance, approval or adoption.

Parkland Preserve Community Development District

250 International Parkway, Suite 208 Lake Mary FL 32746 321-263-0132 Ext. 193

Board of Supervisors

Parkland Preserve

Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Parkland Preserve Community Development District is scheduled for Monday, October 23, 2023, at 4:30 p.m. at the Parkland Preserve, Amenity Center, 835 Parkland Trail, St. Augustine, FL 32095.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be presented at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

David McInnes

District Manager

District: PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT Date of Meeting: Monday, October 23, 2023 Time: 4:30 PM Location: Parkland Preserve **Amenity Center** 835 Parkland Trail St. Augustine, FL 32095 Agenda I. Roll Call II. **Audience Comments** – (limited to 3 minutes per individual for agenda items) III. **Consent Agenda** A. Consideration for Approval – The Minutes of the Board of Exhibit 1 Supervisors Regular Meeting Held September 25, 2023 B. Consideration for Acceptance – The September 2023 Unaudited Exhibit 2 Financial Report **Business Matters** IV. A. Consideration of Fitness Equipment Maintenance Agreements Exhibit 3 Fitness Pro First Place Fitness Equipment B. Consideration of First Coast CMS Proposal for Field Services Exhibit 4 C. Consideration of LLS Tax Solutions Inc. Proposal for Arbitrage Exhibit 5 Services for Series 2019A & 2019B Bonds V. **Discussion Items** A. Discussion of Dog Park Responsibility for Maintenance VI. **Staff Reports** A. District Manager Meeting Matrix Exhibit 6 B. District Counsel

C. District Engineer

VII. Vendor Reports

- A. Vesta Property Services
 - Presentation of Amenity Center Clubhouse Social Room Priority List Chart

Exhibit 7

Presentation of Parkland Preserve Resident Club Guidelines and Application

Exhibit 8

B. Presentation of Yellowstone Landscape Report

To be Distributed

C. Presentation of Charles Aquatics Pond Reports

Exhibit 9

September 2023

VIII. Supervisors Requests

- IX. Audience Comments For Non-Agenda Items (limited to 3 minutes per individual)
- X. Action Item Review
- XI. Adjournment

	EXHIBIT 1

1	1 MINUTES OF MEETING	
2	2 PARKLAND PRESERVE	
3	3 COMMUNITY DEVELOPMENT DISTRICT	
4 5 6	5 Development District was held on Monday, September 25, 2023 at 4:40 p.m. at Parkland	
7	7 FIRST ORDER OF BUSINESS – Roll Call	
8	8 Mr. McInnes called the meeting to order and conducted roll call.	
9	9 Present and constituting a quorum were:	
10 11 12	1 Cynthia Klein Board Supervisor, Assistant Secretary	
13	3 Also present were:	
14 15 16 17 18 19 20	5 Dana Harden Vesta Property Services 6 Barry Jeskewich Vesta District Services 7 Jere Earlywine District Counsel, Kutak Rock 8 Bennett Davenport Kutak Rock 9 Bill Schilling District Engineer, Kimley-Horn	
21 22 23	Preserve CDD Board of Supervisors Regular Meeting. Audio for this meeting is avai	
24 25	,	per individual for
26 27	E 1 ,	couraged keeping
28	8 THIRD ORDER OF BUSINESS – Business Matters	
29	A. Exhibit 1: Consideration & Adoption of Resolution 2023-09 , Certifying Superv	isor Seats
30 31 32 33	resignation from the Board during the previous CDD meeting at 5:42 p.m. Mr. No. 12 this Resolution would reflect the new Board and confirm the seat number for the	IcInnes stated that
34 35 36	Resolution 2023-09, Certifying Supervisor Seats for the Parkland Preserve Commun	
37 38	, , ,	making and Rule
39 40		

Parkland Preserve CDD September 25, 2023
Regular Meeting Page 2 of 4

On a MOTION by Mr. Bataineh, SECONDED by Ms. Klein, WITH ALL IN FAVOR, the Board adopted **Resolution 2023-10**, Authorizing Rulemaking and Rule Development for Parking Rule, and Setting a

- Public Hearing for Rule Adoption for November 27, 2023 at 4:30 p.m., for the Parkland Preserve Community Development District.
- 45 C. Discussion of Food Vendors Trucks on CDD Owned Property
 - Exhibit 3A: Emails Regarding Food Truck Schedule
 - ➤ Exhibit 3B: Food Truck Vendor License Agreement
- Mr. McInnes explained that the vendor license agreement was a common agreement which several of the other CDDs he worked with had.
 - On a MOTION by Mr. Bataineh, SECONDED by Ms. Klein, WITH ALL IN FAVOR, the Board approved the Food Truck Vendor License Agreement, for the Parkland Preserve Community Development District.

FOURTH ORDER OF BUSINESS – Consent Agenda

- A. Exhibit 4: Consideration for Approval The Minutes of the Board of Supervisors Regular Meeting Held August 28, 2023
- B. Exhibit 5: Consideration for Acceptance The July 2023 Unaudited Financial Report
- 56 C. Exhibit 6: Consideration for Acceptance The August 2023 Unaudited Financial Report
- D. Exhibit 7: Ratification of Letter Agreement Amendment to Pool Paver and Lake Bank Letter Funding Agreements
- 59 E. Exhibit 8: Ratification of Letter Regarding Inadvertent Payments under Funding Request Letter Agreements
- On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board approved all items of the Consent Agenda for the Parkland Preserve Community Development District.

FIFTH ORDER OF BUSINESS – Vendor Reports

- A. Exhibit 9: Presentation of Yellowstone Landscape Report
- B. Exhibit 10: Presentation of Yellowstone Irrigation Inspection Report
- 66 C. Exhibit 11: Presentation of Charles Aquatics Pond Reports
 - ➤ August 2023

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Mr. McInnes noted that he planned on following up with Charles Aquatics regarding some resident complaints about potential treatment issues on Pond 5.

SIXTH ORDER OF BUSINESS – Staff Reports

- A. District Manager
 - Exhibit 12: Discussion of Resident's Request on Pickleball Scheduling
- Mr. McInnes suggested double-checking with the current amenities policies with regards to scheduling.
- 75 Exhibit 13: Consideration of Items regarding On-Site Amenities Management & Volunteer Positions

Parkland Preserve CDD September 25, 2023

Regular Meeting Page 3 of 4

Mr. McInnes noted that the CDD did not have a dedicated employee at the amenity center, which was unusual for CDDs. Mr. McInnes explained that the current director at the amenity center was not paid by either the CDD or the HOA, but rather DR Horton, and advised that she would be leaving her position in early October. Mr. McInnes stated that Ms. Harden had been consulted to determine the responsibilities needed for amenities staffing, and Ms. Harden presented the proposal to the Board, explaining logistics and scheduling. Ms. Harden noted that the CDD did not currently have an events budget, and Vesta staff provided an overview of the two proposal options, with the first primarily involving CDD staffing for 8 hours weekly, with additional services for issuing access cards and gate stickers, distributing eblasts for events and meetings, and maintaining an amenities website. The second option presented by Vesta staff included everything from the first option, expanded to include janitorial services, facilities, and pool maintenance. Following discussion, the Board opted to proceed with Option #1.

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board approved Option #1 of the Vesta Property Services proposal for On-Site Amenities Management, in substantial form, subject to preparation of a contract by District Counsel, for the Parkland Preserve Community Development District.

B. District Counsel

Exhibit 14: Update regarding Bulletin Board Agreement

Mr. Earlywine advised that the policies governing bulletin boards were enclosed in the agenda.

C. District Engineer

Project Completion Update

Mr. Schilling stated that they were continuing to work on the punch list items for Phases 1 and 2, and were working to schedule to have the inspector come back out for a site walkthrough as they drew closer to completion. Mr. Schilling and the Board discussed pickleball court resurfacing, with comments being made noting that some of the delays were because the vendor was in the process of looking for a new subcontractor.

SEVENTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Audience Comments – New Business – (limited to 3 minutes per

individual for non-agenda items)

An audience member asked about incoming funds from the amenity center, enforcing street parking, and the process of hiring specific vendors. Mr. McInnes explained that money came back under an additional revenue line item, which could be used for any item on the budget, and Mr. Earlywine outlined the RFP process, noting that it applied for contracts above certain thresholds depending on the category of services provided. Mr. McInnes additionally explained that the roads were owned by the CDD, but they did not have a specific towing policy, and that he had reached out to the local Sheriff's Office with respect to traffic enforcement.

NINTH ORDER OF BUSINESS – Adjournment

Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Bataineh made a motion to adjourn the meeting.

Page 4 of 4

	Printed Name	Printed Name					
	Signature	Signature					
.26							
.24 .25	Meeting minutes were approved at a meeting by weeting held on	ote of the Board of Supervisors at a publicly noticed					
.21 .22 .23	*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.						
.19 .20	On a MOTION by Mr. Bataineh, SECONDED by Ms. Klein, WITH ALL IN FAVOR, the Board adjourned the meeting at 5:51 p.m. for the Parkland Preserve Community Development District.						

EXHIBIT 2

Parkland Preserve Community Development District

Financial Statements
Uaudited

Period Ending September 30, 2023

BALANCE SHEET TOTAL ASSETS

	GE	N FUND		2019A		2019B	CO	NSOLIDATED TOTALS
ASSETS:	_							
CASH	\$	70,846	\$	_	\$	_	\$	70,846
GENERAL SUBACCOUNT	Ψ	-	Ψ.	34,099	•	6	Ψ	34,106
REVENUE		_		497,469		357		497,827
SINKING FUND		_		538		557		538
CAPITALIZED INTEREST		_		-				-
DEBT SERVICE RESERVE		_		766,100		3,780		769,880
COST OF ISSUANCE 2016A-1		_		-		-		-
INEREST ACCOUNT		_		860		52		912
PREPAYMENT		_		28		537		565
BOND REDEMPTION		_		2		1,759		1,761
ON ROLL ASSESSMENTS		_		_		· -		· -
EXCESS FEES RECEIVED		_		_		_		_
DUE FROM OTHER FUNDS		_		(0)		_		(0)
ACQUISITION & CONSTRUCTION		_		-		_		7,180
ACCOUNTS RECEIVABLE		1		_		_		1
PREPAID		4,367		_		_		4,367
DEPOSITS		3,900		_		_		3,900
TOTAL ASSETS	<u>s</u>	79,114	\$	1,299,097	\$	6,492	\$	1,391,883
LIABILITIES:	=							
ACCOUNTS PAYABLE		26,445		_		_		27,263
DUE TO OTHER FUNDS		-		_		_		-
DUE TO DEVELOPER		6,000		_		_		6,000
DEFERRED ON ROLL ASSESMENTS		_		-		_		_
RETAINAGE PAYABLE		_		-		_		-
TOTAL LIABILITIES	\$	32,445	\$	-	\$	-	\$	33,263
FUND BALANCE:	=							
NON-SPENDABLE:								
DEPOSITS & PREPAID ITEMS		8,267		-		-		8,267
RESTRICTED FOR:								
DEBT SERVICE		-		1,269,927		885,309		2,155,312
CAPITAL PROJECTS		-		-		-		20,532
UNASSIGNED	_	38,402	_	29,170		(878,818)	_	(825,491)
TOTAL FUND BALANCES	\$	46,669	\$	1,299,097	\$	6,492	\$	1,358,620
TOTAL LIABILITIES AND FUND BALANCES	c	70 114	c.	1 200 007	c.	(403	C	1 201 002
DALANCES	\$	79,114	\$	1,299,097	\$	6,492	\$	1,391,883

GENERAL FUND

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE
I. REVENUE				
SPECIAL ASSESSMENTS - ON-ROLL	\$ 212,764	\$ -	\$ 212,764	\$ -
EXCESS ASSESSMENTS	=	-	490	490
LOT CLOSINGS DEVELOPER FUNDING	64,131	-	61,302	61,302
SPECIAL ASSESSMENTS DEVELOPER	04,131	-	3,120	(61,011)
MISCELLANEOUS REVENUE	-	-	2,835	2,835
INTEREST	_		297	297
TOTAL REVENUE	276,895		280,808	3,913
II. EXPENDITURES				
TOTAL ASSETS				
SUPERVISORS COMPENSATION	-	-	200	200
MANAGEMENT CONSULTING SERVICES	30,000	-	30,000	-
ADMINISTRATIVE SERVICES	1,500	125	1,500	-
BANK FEES	100	-	-	(100)
MISCELLANEOUS	250	-	1,226	976
AUDITING SERVICES	3,000	-	5,900 (2,900
REGULATORY AND PERMIT FEES	175	-	175	(1, (07)
LEGAL ADVERTISEMENTS ENGINEERING SERVICES	2,000	-	393	(1,607)
LEGAL SERVICES	12,000 22,576	-	1,500 26,077	(10,500) 3,501
WEBSITE HOSTING	2,015	42	2,015	0
TOTAL ADMINISTRATIVE	73,616	167	68,986	(4,630)
INSURANCE:				
INSURANCE	23,839		25,344	1,505
TOTAL INSURANCE	23,839		25,344	1,505
DEBT SERVICE ADMINISTRATION:				
DISSEMINATION AGENT	5,000	-	5,000	-
TRUSTEE FEES	8,700	-	6,000	(2,700)
ARBITRAGE	1,250			(1,250)
TOTAL DEBT SERVICE ADMINISTRATION	14,950		11,000	(3,950)
PHYSICAL ENVIRONMENT:	4.000	224	4.71.4	514
REMOTE SECURITY	4,200	334	4,714	514
POND MAINTENANCE STREETPOLE LIGHTING	3,600 3,300	2,024	20,694	(3,600) 17,394
ELECTRICITY (IRRIGATION & PUMPS)	15,000	2,024 496	6,266	(8,734)
WATER (COUNTY)	10,800	351	3,849	(6,951)
LANDSCAPING MAINTENANCE	60,000	5,248	56,246	(3,754)
LANDSCAPE REPLEISHMENT	5,000	-,	785	(4,215)

IRRIGATION MAINTENANCE	5,000	_	1,274	(3,727)
NPDES	2,000	-	-	(2,000)
GATE MANAGEMENT	1,200	475	5,982	4,782
POWER SWEEP	1,000	-	-	(1,000)
STORMWATER DRAINAGE	1,000	-	-	(1,000)
ENVIRON, MITIGATION & POND MAINT	8,000	1,025	11,985	3,985
POND MOWING	8,000	-	-	(8,000)
RECEPTIONIST/ CALL BOXES	1,200	70	914	(286)
FIELD CONTINGENCY	<u> </u>	2,223	3,504	3,504
TOTAL PHYSICAL ENVIRONMENT	129,300	12,245	116,214	(13,086)
AMENITY CENTER OPERATIONS:				
POOL SERVICE CONTRACT	15,420	1,475	20,608	5,188
AMENITY MAINTENANCE/REPAIRS	4,800	25	6,220	1,420
AMENITY MANAGEMENT	1,800	150	1,800	1,420
POOL PERMIT	250	130	350	100
AMENITY CENTER INTERNET	5,100	342	3,765	(1,335)
AMENITY CENTER PEST CONTROL	1,320	235	1,807	487
REFUSE SERVICE	1,500	126	1,389	(111)
MISC AMENITY REPAIRS & MAINT/SUPPLIES	5,000	1,594	10,860	5,860
TOTAL FIELD OPERATIONS	35,190	3,947	46,800	11,610
			_	_
TOTAL EXPENDITURES	276,895	16,360	268,344	(8,551)
OTHER FINANCING SOURCES (USES)				
TRANSFER IN		-	-	
TRANSFER OUT			<u> </u>	
TOTAL OTHER FINANCING SOURCES(USES)		<u> </u>		
EXCESS REVENUE OVER(UNDER) EXPEND.		(16,360)	12,464	
FUND BALANCE - BEGINNING			34,205	
FUND BALANCE - ENDING			\$ 46,669	

2019A

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE				
SPECIAL ASSESSMENTS (NET) SPECIAL ASSESSMENTS - LOT CLOSINGS DEVELOPER FUNDING	\$ 546,798 165,583	\$ -	\$ 604,289 87,255	\$ 57,491 (78,328)
INTEREST PREPAYMENT INCOME	-	-	48,541	48,541
TOTAL REVENUE	712,381		740,085	27,704
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES INTEREST EXPENSE	-	-	-	-
TOTAL ASSETS	270,488	-	270,488	(1)
May 1, 2023 PRINCIPAL RETIREMENT	266,663	-	270,488	3,825
PRINCIPAL PAYMENT May 1, 2023	170,000	-	170,000	-
TOTAL EXPENDITURES	707,151	-	710,975	3,824
EXCESS REVENUE OVER (UNDER) EXPEND	5,230		29,110	
OTHER FINANCING SOURCES (USES) INTERFUND TRANSFER IN INTERFUND TRANSFER OUT			60	
FUND BALANCE - BEGINNING			1,269,926	
FUND BALANCE - ENDING			\$ 1,299,097	

2019B

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE	% OF BUDGET
REVENUE					
SPECIAL ASSESSMENTS (NET) SPECIAL ASSESSMENTS - LOT CLOSINGS	\$ 80,575	\$ -	\$ - 342,195	\$ (80,575) 342,195	0% 0%
DEVELOPER FUNDING INTEREST	-	-	13,514	- 12.514	0%
PREPAYMENT INCOME	-	-	104,632	13,514 104,632	0% 0%
TOTAL REVENUE	80,575		460,341	379,766	571%
EXPENDITURES					
COUNTY - ASSESSMENT COLLECTION FEES INTEREST EXPENSE	-	-		-	0% 0%
9/30/2023	40,288	-	35,338	(4,951)	88%
May 1, 2023 PRINCIPAL RETIREMENT	40,288	-	18,838	(21,451)	47% 0%
PRINCIPAL RETIREMENT PRINCIPAL PAYMENT	-	-	-	-	0%
May 1, 2023			1,285,000	1,285,000	0%
TOTAL EXPENDITURES	80,576		1,339,175	1,258,599	1662%
EXCESS REVENUE OVER (UNDER) EXPEND	(1)		(878,834)		
OTHER FINANCING SOURCES (USES) INTERFUND TRANSFER IN INTERFUND TRANSFER OUT		-	17		
FUND BALANCE - BEGINNING			885,309		
FUND BALANCE - ENDING			\$ 6,491		

2019A ACQ & CONST

	ACTUAL YEAR-TO-DATE
REVENUE	
BOND PROCEEDS DEVELOPER CONTRIBUTIONS INTEREST MISCELLANEOUS REVENUE TOTAL REVENUE	\$ - - - - -
EXPENDITURES	
FUNDING REQUESTS ENV MITIGATION & POND MAINTENANCE REQUISITION EXPENSES RETAINAGE EXPENSE TOTAL EXPENDITURES	6,168 8,000 - - - 14,168
	-
EXCESS REVENUE OVER (UNDER) EXPEND	(14,168)
OTHER FINANCING SOURCES (USES) INTERFUND TRANSFER IN INTERFUND TRANSFER OUT	- 1
FUND BALANCE - BEGINNING	20,532
FUND BALANCE - ENDING	\$ 6,363

	EXHIBIT 3	



1400 Village Square Boulevard #3-293 Tallahassee, FL 32312 www.fitnessproinc.com

Contract: Parkland Preserve Preventative Maintenance Agreement

CUSTOMER
Parkland Preserve
David McInnes
(321) 263-0132 x193
dmcinnes@vestapropertyservices.com

BILL TO	
Parkland Preserve	
835 Parkland Trail	
St. Augustine, FL 32095	

START DATE	EXPIRES	CONTRACT TYPE	P.O. NO.	CONTRACT NO.
Mar 29, 2023	None	Quarterly Preventative		Pay Per Visit
		Maintenance		

CONTRACT LIMIT:	Unlimited
SUBTOTAL:	\$185.00
TAX:	\$12.03
TOTAL:	\$197.03

CONTRACT DESCRIPTION

This Preventative Maintenance Agreement will cover the servicing of the listed equipment at your facility.

This service will be as follows:

1) Operational Inspection, 2) Visual Inspection, 3) Lubrication, 4) Calibration, 5) Internal inspection & Cleaning as needed, 6) Adjust to manufacturers specifications, 7) Repairs that can be done at time of PM that would not require additional parts or tools, 8) Notation of Service in Logbook (if customer requires and provides the logbook), and 8) Notation of equipment status.

Fitness Pro will provide further product support with the following services:

- 1. An emailed summary of status and work done on equipment listed.
- 2. Access to customers service file online through our service website.
- 3. Will use only factory replacement parts on any repair, unless other specified or approved by customer or manufacturer. We will always let you know what your lowest price option is and let you choose.

Preventative Maintenance fee does not include additional repairs. Customer will be notified of any additional repairs that are diagnosed at time of preventative maintenance. We require customer to approve of all additional repairs and fees.

This agreement is strictly preventive in nature, intended to keep your facility as operational as possible by drawing attention to its present status. This agreement does not cover abuse, vandalism, normal wear and tear, external cleaning, or any acts of God resulting in failure of equipment, nor does it include the cost of parts, shipping, or labor charges associated with a repair not specified by this agreement. Fitness Pro reserves the right to refuse service on certain manufacturers.

CONTRACT TERMS

1 of 2 3/29/2023, 9:39 AM

print_contractSummary

Quarterly Terms: \$185.00 per visit, 4 visits per year

This agreement is subject to the fitness equipment located on property at the time the agreement was accepted. Any additions to your fitness center will require a new signed agreement.

Also, if your ownership requires any additional insurance coverage (i.e. waiver of subrogation or to be named an additional insured) or pre qualification these charges will be billed in addition to this estimated total. All compliance fees and/or monitoring fees required by the customer will be invoiced back to the customer.

Prices are subject to change with a 30-day notice.

THIS AGREEMENT MAY BE CANCELED BY EITHER PARTY WITH A 30-DAY WRITTEN NOTICE. Account payment terms will be agreed upon before first visit. A delinquent account will void this agreement.

Please remit payment to: Fitness Pro 1400 Village Square #3-293 Tallahassee, FL 32312

Billing Contact: Tracy Parmer tracy@wearefitnesspro.com

Signature:	 	 	
Printed Name:	 	 	
Date:			

2 of 2 3/29/2023, 9:39 AM

Preventative Maintenance Program & Service Agreement

This agreement is between First Place Fitness Equipment, Inc., 10290 Phillips Highway, Suite 1, Jacksonville, Florida, 32256 and customer. (1PFE) shall manage a service agreement for a Quarterly Preventative Maintenance Program for the fitness equipment located at the property listed at the above address. 1PFE will provide a one-year service program for Preventative Maintenance of fitness equipment. The agreement will cover all fitness equipment located at the property listed above.

- This program will include quarterly preventative maintenance visits at \$149.95 per visit. For each visit a technician will provide a safety check, clean up and lubrication of all equipment. The technician will inspect and adjust all electrical units, cables, pulleys, bushing and all normal wear items applicable. An itemized description of the preventative maintenance to be performed is attached as **Addendum A**.
- This agreement covers labor for preventative maintenance only. Parts and/or labor for repairs will be additional and will be billed separately. If parts and/or repair labor are required, an estimate of the associated cost will be provided in the form of a written estimate emailed to the Customer. To approve and proceed with the proposed repairs, the authorized Customer representative must sign the estimate and return it by fax or email. No repairs will be performed by 1PFE without a signed estimate.
- 1PFE shall not be held responsible for improper operation of equipment and/or the safety of said equipment if repairs are not performed as recommended by 1PFE.
- While this agreement is in effect, Customer will be billed at a labor rate of \$149.95 for repair service.
- While this service agreement is in effect, 1PFE will provide a yearly review of all equipment at all properties enabling the Customer to effectively budget for subsequent fiscal year expenditure. Customer will inform 1PFE of their intention to replace, and/or add new fitness equipment to their facility before purchasing and will provide 1PFE with the opportunity to bid on the proposed equipment.
- This agreement will remain in effect for one year or until terminated by either party upon 30 days written notice to the other party.
- Customer shall pay 1PFE the Preventative Maintenance (PM) service agreement cost of \$149.95 per visit. PM Service typically requires one hour and typically only the first or second PM requires more time.

Addendum A

Itemized Description of Preventative Maintenance Agreement

Cross Trainers / Ellipticals/ Stairclimbers

Check and clean control board functions

Check all resistance components

Check all electronic components

Check and lubricate and/or lubricate drive chain/belt as needed

Inspect all bearings, bolts and miscellaneous hardware

Calibrate to manufacturers specifications

Test overall operation of unit

Rowing Machines

Check and clean control board functions

Check all resistance components

Check pivot points – clean and lubricate

Clean and lubricate track and chain

Calibrate to manufacturers specifications

Test overall operation of unit

Stationary Bikes

Check and clean control board functions

Inspect alternator

Inspect flywheel and tension belt for wear

Inspect drive belt/chain for correct tension and wear

Inspect all bearings, sprockets, bolts/screws and chain/drive belts

Check speed assembly

Calibrate to manufacturers specifications

Test overall operation of unit

Treadmills

Inspect rear roller and bearings

Inspect all braces and all welds

Align running belt and lubricate deck surface

Inspect lower electronics

Clean and vacuum drive/lift motor, air intakes fans, and controller boards as

needed

Inspect drive belt for wear and proper tension

Calibrate to manufacturers specifications

Test overall operation of unit

Strength Equipment (Weight Machines)

Inspect all cables for wear

Lubricate guide rods, carriage assembly, pulleys and miscellaneous hardware

Test overall operation of unit

	EXHIBIT 4

First Coast Contract Maintenance Service LLC.
352 Perdido Street
Saint Johns, FL 32259

(PH) 904-537-9034 (FX) 904-396-2383



Oct 15th, 2023

Prepared For: Parkland Preserve Community Development

District

Prepared By: Tony Shiver

President First Coast CMS LLC

Proposal:

First Coast CMS LLC is an Amenity and Facility Management company designed to assist property management companies and developers with the day to day management of onsite maintenance task and personnel. With a dedicated maintenance manager directing onsite workers and job task, Owners/Management can focus on the other aspects of the property.

A few ways First Coast CMS outmatches traditional onsite maintenance and janitorial staffs are:

- Immediate coverage when needed for emergencies
- Assist Managers in locating outside contractors when the job calls for it.
- Support for larger jobs for instances that more workers are needed.
 - o i.e. clean up after extreme weather
- Records of maintenance task performed and recommendations for projects and preventative maintenance

- Technicians are NSPF Certified Pool Operators, eliminating the need for traditional pool service companies.
- No need to worry about payroll, insurance, or workers compensation, it's all covered!

Each property is evaluated, and a maintenance and janitorial program is created to accommodate whatever the needs may be.

Property: Parkland Preserve CDD

Scope:

Janitorial and Custodial \$645 per month

First Coast CMS will provide all necessary services to maintain the facility's indoor and exterior space, including the pool deck. Janitorial Services would be performed three days per week by cleaning staff.

Clubhouse

Duties and Responsibilities	Frequency of Service
Empty and replace liners in all garbage cans	Each Visit
Clean clubhouse restrooms and stock if needed	Each Visit
Clean entrance doors inside and out	Each Visit
Sweep and mop ceramic tile	Each Visit
Wipe down all tables, coffee tables, end tables	Each Visit
Clean kitchen area, wipe down appliances	Each Visit
Dust all pictures, light fixtures, A/C vents and T. V's	Monthly
Clean interior windowsills and glass windows	Monthly
Dust blinds/window treatments and interior ceiling fans	Monthly

Pool/Amenity Bathrooms

Duties and Responsibilities	Frequency of Service
Empty and replace liners in garbage cans	Each Visit
Sanitize counter tops and diaper changing stations	Each Visit
Sanitize all toilets, urinals, and sinks	Each Visit
Sweep and sanitize floors	Each Visit
Clean all mirrors	Each Visit
Wipe down and disinfect all partition doors	Each Visit
Restock all paper products, soaps, and toiletries	As Needed
Dust all light fixtures, vents, & door frames	Monthly

Exterior/Police Grounds

Duties and Responsibilities

Empty all exterior garbage cans and replace liners Police pool deck for trash Clean exterior windowsills and windows

Recreation Amenities

Duties and Responsibilities

Clean water fountains
High dust exterior ceiling fans and light fixtures
Check light bulbs and replace any that are burnt out

Frequency of Service

Each Visit Each Visit Monthly

Frequency of Service

Each Visit
Monthly as needed
Each Visit

Pool Cleaning and Service \$760 per month (March –

October) and

\$500 per month (Nov – February)

Our certified technician will be responsible for and maintaining correct water chemistry in the swimming pool. A series of water tests will be conducted at each visit. The results of these tests will be interpreted and used to determine the chemicals needed to maintain and assure purity and water balance as recommended by the NSPF and required by the State of Florida.

In addition, the technician will be responsible for cleaning the filter, pump and skimmer baskets as needed. The technician will also be responsible for general maintenance and adjustment of pool equipment as needed. The pool will be vacuumed regularly, and surface water skimmed to remove floating debris. The technician will manually clean pool steps and tiles as needed.

The pool will be inspected regularly and anything that appears to be in violation of the state pool code will either be corrected, or management notified of the violation so it can be corrected as soon as possible.

A manually written record will be kept showing activities of the pool, as well as a full test kit onsite at all times. Entries will show water test, chemicals added, filter condition, and whatever maintenance task performed on the pool that day. The routine chemical test performed by the technician will be Free Chlorine Residual, pH, Acid Demand, Total Alkalinity, Calcium Hardness, and Cyanuric Acid.

Any repairs or additional work will be charged extra. This includes work on mechanical seals, bearings, gaskets, light bulbs, or any other part of the pool that is not "routine" pool maintenance.

Emergency call outs for repairs, fecal accidents or additional cleanings will be invoiced separately at \$75 plus \$55 per hour

Any chemicals and filter media used to properly treat and balance the pool are not covered and will be invoiced monthly for reimbursement with a 3% purchase fee.

At the request of CDD Management, First Coast CMS may make repairs to District Assets and assist with light maintenance items that do not require trade licenses. Such work will be carried out and invoiced to the District at \$55 per hour

At the request of the CDD Manager, First Coast CMS will prepare a report for the Board of Supervisors regarding the general maintenance, repairs, and condition of the amenity center and its features.

Field Services - \$1375 per month

First Coast CMS proposes to provide The District with Field Services to assist District Manager with handling on site operations and routine inspections of District Assets. It is the duty of the field services manager to communicate directly with vendors to ensure they are performing the full scope of their agreement. Field Ops Manager will also work with other District Staff as needed to provide on site presence when needed. Max of 5 hours on site per week.

In consideration for providing services specified above by First Coast CMS LLC, payment to the order of \$2780 (March – October) and \$2520 (Nov - February) to be paid within (30) thirty days of invoice date.

Additional staffing approved by CDD Management/CDD Board will be invoiced at \$30 per hour. This includes additional staffing as needed for CDD Sponsored Special Events.

If agreed upon, a contract would be drafted and signed by both parties specifying details and could be terminated at any time by either party given a 30-day written notice by First Coast CMS and 30 day written notice by District.

Thank you for your consideration and we hope to do business with your organization.

Tony Shiver President First Coast CMS LLC.

EXHIBIT 5



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534 Telephone: 850-754-0311

Email: liscott@llstax.com

October 5, 2023

Parkland Preserve Community Development District c/o Vesta District Services 250 International Parkway, Suite 208 Lake Mary, Florida 32746

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Parkland Preserve Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

Parkland Preserve Community Development District (St. Johns County, Florida)
 \$11,485,000 Special Assessment Revenue Bonds, Series 2019A
 \$3,200,000 Special Assessment Revenue Bonds, Series 2019B

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the two annual bond years ending November 1, 2024, and November 1, 2025, is \$1,300, which is \$650 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours, LLS Tax Solutions Inc.	AGREED AND ACCEPTED: Parkland Preserve Community Development District
By: Linda L. Scott	By:Print Name
Linda L. Scott, CPA	Title Date:

EXHIBIT 6

PARKLAND PRESERVE CDD MEETING AGENDA MATRIX

Consent Agenda Items • Meeting Minutes • 9/25/2023 Regular Meeting • Unaudited Financials (September 2023) Business Items • Consideration of Fitness Equipment Maintenance Agreements • Consideration of Amenity Center's Clubhouse Priority List • Consideration of First Coast CMS proposal for Field Services • Consideration of LLS Tax Solutions, Inc. Proposal for Arbitrage Services Discussions • Dog Park—Responsibility for Maintenance Staff Reports • District Manager • Action Item Report • Meeting Matrix • District Counsel • District Engineer	 Two proposals received Dana's chart Tony to send proposal
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PARKLAND PRESERVE CDD MEETING AGENDA MATRIX

Regular Meeting: 1/22

PARKLAND PRESERVE CDD MEETING AGENDA MATRIX

Consent Agenda Items Business Items Discussions (Workshop) • Meeting Format Staff Reports Public Hearing Vendor Reports

PARKLAND PRESERVE CDD MEETING AGENDA MATRIX

SUBJECT	
	NOTES

PARKLAND PRESERVE CDD MEETING AGENDA MATRIX

MAJOR CONTRACT VENDOR NAME/SERVICE	EXPIRATION DATE/COMMENTS
Amenity Management/Vesta Property Services	10/1/2023-9/30/2024; auto renews for two-1 year intervals (60 days)
Aquatic Management/Charles Aquatics	11/1/2021- (District and Contractor: last day of month of termination letter). First Addendum was effective on 11/2/2021; First Amendment was effective on 5/1/2022; Second Amendment was effective on 4/26/2023.
Arbitrage Services/LLS Tax Solutions	Period ending 11/3/2023
Audit Services/DMHB	Fiscal Year ending 9/30/2023
District Counsel Services/Kutak Rock LLP	3/15/2023-
District Engineer Services/Kimley-Horn.	
District Management Services/DPFG (d/b/a Vesta District Services)	4/16/2018-
Fire Alarm & Security Video/High Tech (Alpha Dog)	Month to month
Heating and Cooling Preventive Maintenance/Cool Connections	1/12/2023- (yearly)
Landscape Maintenance/Yellowstone Landscaping	2/1/2023-9/30 of each year (90 days by contractor; 7 days by District)
Pest Control/Orkin (Pest and Termite)	10/6/2021-10/6/2022 auto renew for 1 year intervals
Reception Service at Gate/Contact One	3 month renewals beginning on 3/3/2021
Website Hosting/Campus Suite	9/18/2019- 1 year auto renewal (60 days)

EXHIBIT 7	

Draft Copy Parkland Preserve CDD Chart of Clubhouse Priority



EXHIBIT 8

PARKLAND PRESERVE RESIDENT CLUBS

AKA: Community Social Meeting & Activities

WHAT IS A RESIDENT CLUB?

A Resident Club is a program such as, but not limited to, Book Club, Cooking Club and/or Crafting Club, which are run completely by residents within the Parkland Preserve community. These clubs are restricted to Parkland Preserve Residents ONLY and may take place as often as availability allows.

<u>PURPOSE</u>: The purpose of Clubs in Parkland Preserve is to help residents pursue common interests such as hobbies or recreational activities or through social, cultural, or service-oriented endeavors, that expand resident experiences and build community spirit.

ARE THESE DISTRICT CLUBS?

No. Resident Clubs are not sponsored, organized, or controlled by the District or Amenity Center Staff in any way. However, staff will be there to assist with your application, reservation and will schedule your club on the District calendar.

HOW DO I START A CLUB?

As a Club Leader, you may:

- 1. Create a concept for the Club.
- 2. Decide on a location for the Club to meet
 - Social Room / Outdoor Patio / Pickleball Courts / Boche Ball / Library / Gym
- 3. Decide how often you will meet.
- 4. Complete an application and submit it to Amenity Manager for approval.
- 5. Once approved, start inviting your club members to join!

<u>WHAT RULES APPLY TO CLUBS?</u> (Here are a few things to consider in addition to the official policies)

- All members of Resident Clubs must be Parkland Preserve residents. No exceptions.
- Each Club member must be registered with the Amenity Center and be a resident in good standing.
- Clubs need to appoint a Leader and a Co-Leader. A Co-Leader is a resident designated to take the Leader's place if unable to attend a meeting. The Leader *or* Co-Leader **must** attend each meeting.
- Club members must abide by the rules set forth by the Parkland Preserve CDD Policies.
- Leaders/Co-leaders are responsible for making sure the space is clean once the club meeting has concluded.
- All clubs must complete and return the attendance sheet to the Amenity Center Staff after each meeting.

Community Social Meeting & Activities Policies

As written in the Parkland Preserve Community Development District Policies

- 1. "Community Use" shall mean social meetings and activities for only Patrons including, but not limited to, book clubs, gardening clubs, and photography clubs. Community Use social meetings or activities must: 1) be open and available to all Patrons, 2) not-for-profit, and 3) free of charge to Patrons attending. Community Use does not include private events by invitation only such as a birthday or graduation party. The District reserves the right, in its sole discretion, to cancel a group's reservation for any reason whatsoever. Provided, however, unless such cancellation is for emergency purposes, a reservation shall not be cancelled without providing the group at least 7 days prior notice.
- 2. Generally, only one (1) room or portion of the Amenity Facility is available for Community Use (or rental) at any given time. Recurring events may be approved at the discretion of the Amenity Manager.
- 3. Available Facilities: The following areas of the Amenity Facility are available for Community Use for: The Social Room; the Outdoor Patio; the Pickleball Courts; and the Boche Ball Court.
- 4. Complete the "Parkland Preserve Community Use Application Form" with amenity staff.
- 5. For Community Use, rental fees shall be waived. By signing I agree that I have received a copy of the organization chart for clubs and agree to abide by it.
- 6. The Patron reserving any portion of the Amenity Facility for Community Use shall be responsible for any and all damage and expenses arising from the event. If additional cleaning of Amenity Facilities is required for a Community Use event, the Patron signing the Facility Use Application for the Amenity Facility will be liable for any expenses incurred by the District to perform the cleaning. The Amenity Staff shall determine the amount and shall notify the Patron of the amount needed.

By Accepting these terms and conditions or otherwise, you agree to the terms and conditions in said policy (as defined above). Whether you are entering into these terms and conditions as an individual or as a group the term "you" refers to you or your group.

Club Leader Printed Name	Co-Leader Printed Name
Club Leader Signature	Co-Leader Signature
Amenity Manager Signature	Date

PARKLAND PRESERVE CLUB APPLICATION

Club Name:
Leader/main contact info:
Club Leader Name:
Club Leader Address:
Club Leader Phone:
Club Leader Email:
Co-Leader/main contact info:
Co-Leader Name:
Co-Leader Address:
Co-Leader Phone:
Co-Leader Email:
Please tell us about your Club. What type of activities/functions does your club plan to host? (Please attach additional pages as necessary.)
When and how often will your Club meet? (1x per month maximum)
Which space will your Club meet?
Who is your targeted audience?
□ Adults □ Children/Teens/Youth □ Any Age

If a similar Parkland Preserve Club already exist	ts, what distinguishes your club?
Is any person compensated, in any form, for their \square YES \square NO If YES, what is the con	•
In addition to having your club posted on the Parl and its activities be promoted? (Please list):	kland Preserve Website and calendar, how will the Club
Do you currently have any proposed advertising \Box YES \Box NO	and/or logo? (If so, please include a sample)
Did you read and understand the rules applying □ YES □ NO	to your Club?
The Club Leader, as well as Club events, act values of Parkland Preserve at all times. The club at any time, for any reasons including by participation by members, Leader not bein unreasonable actions of the Leader, action at their respective members, are solely responsithe equipment provided or otherwise obtaine and others participating in activities. Parkland	to grant or reasonably deny a request for a Club. tivities, programs, etc., should reflect the spirit and the District reserves the right to disassociate from a request to the imited to: inactivity by leader and/or lack of the ing in good standing with Parkland Preserve CDD, rising from members' concerns, etc. All Clubs, and tible for maintenance, repair and safe operation of the deby the Club, as well as for the safety of members defence to the right, without further ites, photographs, etc. for marketing, promotional
Club Leader Signature	Co-Leader Signature
Amenity Manager Signature	Date
PLEASE RETURN APPLICATION TO:	

Parkland Preserve Amenity Center 792 Parkland Trail
St. Augustine, FL 32092
Or email
ParklandAmenities@gmail.com

	E	XHIBIT 9	



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158 Phone: 904-997-0044

Service Report

Date: Sept 29, 2023 Biologist: Bill Fuller

Client: Parkland Preserve Waterways: 6 ponds

Pond 1: This pond was in good condition. Had a good kill on the perimeter

vegetation.



Pond 2: This pond was in good condition. No invasive species noted.



Pond 3: This pond was in good condition. Had a good kill on the perimeter vegetation.



Pond 4: This pond was in good condition. Had a good kill on the perimeter vegetation.



Pond 5: This pond was in overall good condition. Treated for perimeter vegetation. Back of pond needs to be mowed.



Pond 6: This pond was in good condition. No invasive species noted. I sprayed terrestrial weeds in order to access pond with boat.

