

# **PARKLAND**

## **COMMUNITY DEVELOPMENT DISTRICT**

**October 23, 2023**

**BOARD OF SUPERVISORS**

## **SPECIAL MEETING AGENDA**

**PARKLAND**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**

**LETTER**

**Parkland Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

October 16, 2023

Board of Supervisors  
Parkland Community Development District

Dear Board Members:

The Board of Supervisors of the Parkland Community Development District will hold a Special Meeting on October 23, 2023 at 12:00 p.m. (Central Time), at Adams Homes Sales Office, 6148 Old Bagdad Hwy., Milton, Florida 32583. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2024*
  - A. Administration of Oath of Office (*the following will be provided in a separate package*)
    - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - II. Membership, Obligations and Responsibilities
    - III. Financial Disclosure Forms
      - a. Form 1: Statement of Financial Interests
      - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - c. Form 1F: Final Statement of Financial Interests
    - IV. Form 8B: Memorandum of Voting Conflict
  - B. Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date
4. Competitive Selection of Proposals for Parkland Place Project
  - A. Affidavits/Proofs of Publication
  - B. Respondent: *Chavers Construction, Inc.*
  - C. Ranking

**ATTENDEES:**

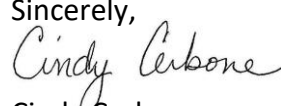
**Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.**

- D. Award of Contract
- 5. Ratification of FPL Consent Agreement
- 6. Acceptance of Unaudited Financial Statements as of August 31, 2023
- 7. Approval of August 8, 2023 Public Hearing and Regular Meeting Minutes
- 8. Staff Reports
  - A. District Counsel: *Kutak Rock LP*
  - B. District Engineer: *David W. Fitzpatrick P.E., P.A*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: November 7, 2023 at 2:00 PM (Central Time)
  - QUORUM CHECK

SEAT 1	CHAD WILLARD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KYLE NICHOLAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	DAN DUBOSE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MIKE PATTERSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 9. Board Members' Comments/Requests
- 10. Public Comments
- 11. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,  
  
 Cindy Cerbone  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 867 327 4756**

# **PARKLAND**

**COMMUNITY DEVELOPMENT DISTRICT**

**3B**



**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 23RD DAY OF OCTOBER, 2023.**

ATTEST:

**PARKLAND COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **PARKLAND**

**COMMUNITY DEVELOPMENT DISTRICT**

**4A**



# SANTA ROSA'S Press Gazette

SERVING NORTH SANTA ROSA COUNTY

Published Weekly  
7502 Harvest Village Court, Suite M  
Navarre, Florida 32566  
Santa Rosa County  
850-939-8040

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

Before the undersigned authority personally appeared

Gail Acosta

Who on oath says that she works for the Santa Rosa's Press Gazette, a weekly newspaper published at Milton in Santa Rosa County, Florida; that the attached copy of advertisement, being a

ML2510

In the \_\_\_\_\_ Court  
Was published in said newspaper in the issues of

9/14/23

Affiant further says that the said Santa Rosa's Press Gazette is a newspaper published at Milton in said Santa Rosa County, Florida, and that the said newspaper has heretofore been continuously published in said Santa Rosa County, Florida, each week and has been entered as second class mail matter at the post office in Milton, in Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

I (SWEAR) (AFFIRM) that the above information is true and correct to the best of my knowledge.

Gail Acosta  
(Signature of Applicant)

Sworn to and subscribed before me this 14 Day of September  
A.D. 2023

(Signature of Notary Public – State of Florida)



Personally know  or produced identification \_\_\_\_\_.

Type of Identification produced: \_\_\_\_\_

## PARKLAND COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR PARKLAND PLACE PROJECT AND NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Santa Rosa County, Florida Notice is hereby given that the Parkland Community Development District ("District") will receive proposals for the following District project:

**PARKLAND PLACE PROJECT**  
The contract will require contractors to provide for the construction, labor, materials, and equipment necessary to construct all work, or a portion thereof, necessary to construct Parkland Place Project, and other associated scopes as more particularly described in the Project Manual and in accordance with the plans and specifications.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available for public inspection and may be obtained beginning September 18, 2023 at 12:00 p.m. from the District Managers office, gillyardd@whhassociates.com. Plans and Project Manual may be obtained only through a download link that will be provided upon request to the District Managers office. It is recommended that prospective proposers email orders to gillyardd@whhassociates.com.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines

in its discretion that it is in the District's best interests to do so. Any protest of the Project Manual, including the terms and specifications, must be filed with the District within 72 hours of receiving the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$30,000.00. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor.

Firms desiring to provide construction services for the referenced project must submit one (1) original, eight (8) hard copies, and (1) electronic copy (flash drive) of the required proposal no later than 12:00pm on October 18, 2023, at the offices of Adams Homes Sales Office, 6148 Old Bagdad Highway, Milton, FL 32583. District staff will conduct a special public meeting at that place and time to publicly open

the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. A copy of the agenda for the meeting

may be obtained from the District Managers office, gillyardd@whhassociates.com. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting

by contacting Wrathall Hunt & Associates, LLC, the District Manager, at (561) 571-0010, or at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the instructions to Proposers. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with section 255.05, Florida Statutes.

All questions regarding the Project Manual or this project shall be directed in writing only to David W. Fitzpatrick, P.E., P.A., 10250 N. Palafox St., Pensacola, FL 32534 or via email (david@fitzang.com). No phone inquiries please. All comments received before October 6, 2023 will be responded to in writing to all prospective bidders.

ML2510



Escambia  
**Sun Press**  
 PUBLISHED WEEKLY SINCE 1948  
 (Warrington) Pensacola, Escambia County, Florida

**STATE OF FLORIDA**  
 County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of PROPOSALS

PARKLAND PLACE PROJECT

in the \_\_\_\_\_ Court

was published in said newspaper in the issues of

SEPTEMBER 14, 2023

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

PUBLISHER

Sworn to and subscribed before me this 14TH day of SEPTEMBER  
 A.D., 2023

PAULA D. TURNER  
 NOTARY PUBLIC



Paula D. Turner  
 Notary Public, State of Florida  
 My Comm. Expires August 24, 2024  
 Commission No. HH 14760

**PARKLAND COMMUNITY  
 DEVELOPMENT DISTRICT  
 REQUEST FOR PROPOSALS FOR  
 PARKLAND PLACE PROJECT  
 AND NOTICE OF SPECIAL  
 MEETING TO OPEN PROPOSALS**  
 Santa Rosa County, Florida

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The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available for public inspection and may be obtained beginning September 18, 2023 at 12:00 p.m. from the District Managers office, [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com). Plans and Project Manual may be obtained only through a download link that will be provided upon request to the District Managers office. It is recommended that prospective proposers email orders to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com).

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Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor.

Firms desiring to provide construction services for the referenced project must submit one (1) original, eight (8) hard copies, and (1) electronic conv (flash drive)

Old Bagdad Highway, Milton, FL 32583. District staff will conduct a special public meeting at that place and time to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Managers office, [gillyardd@wh-hassociates.com](mailto:gillyardd@wh-hassociates.com). The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting Wrathell Hunt & Associates, LLC, the District Manager, at (561) 571-0010, or at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

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oaw-1w-09-14-2023

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune | News Herald  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

Daphne Gillyard  
Parkland Community Development District  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

### STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

09/15/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/15/2023



Legal Clerk



Notary, State of WI, County of Brown

3/27/27

My commission expires

Publication Cost: \$367.60

Order No: 9277361

# of Copies:

Customer No: 1060862

1

PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

### PARKLAND COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR PARKLAND PLACE PROJECT AND NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS Santa Rosa County, Florida

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Firms desiring to provide construction services for the referenced project must submit one (1) original, eight (8) hard copies, and (1) electronic copy (flash drive) of the required proposal no later than offices of 12:00pm on October 18, 2023, at the Adams Homes Sales Office, 6148 Old Bagdad Highway, Milton, FL 32583. District staff will conduct a special public meeting at that place and time to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Managers office, gillyardd@whhassociates.com. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting Wrathell Hunt & Associates, LLC, the District Manager, at (561) 571-0010, or at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

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**AFFIDAVIT OF PUBLICATION**

**Lagniappe Weekly**  
**P.O. Box 3003**  
**(251) 450-4466**

I, Stefan Edward Pla, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Lagniappe Weekly, a publication that is a "legal newspaper" as that phrase is defined for the city of Mobile, for the County of Mobile, in the state of Alabama, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

**PUBLICATION DATES:**  
13 Sep 2023

**Notice ID:** CnfNhCsaa7cVLuM5Obko  
**Notice Name:** REQUEST FOR PROPOSALS FOR PARKLAND PLACE PROJ

**PUBLICATION FEE:** \$168.23

I declare under penalty of perjury under the law of the State of Alabama that the foregoing is true and correct.

*Stefan Pla*

Agent

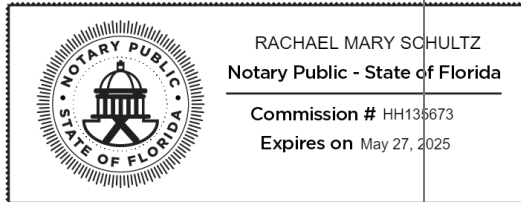
**VERIFICATION**

State of Florida  
County of Charlotte

Signed or attested before me on this: 09/14/2023

*Rachael Mary Schultz*

Notary Public  
Notarized online using audio-video communication



**PARKLAND COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR PARKLAND PLACE PROJECT AND NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS**

Santa Rosa County, Florida  
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Lagniappe HD September 13, 2023

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune | News Herald  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

Daphne Gillyard  
Parkland Community Development District  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Panama City News Herald, published in Bay County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Bay County, Florida, or in a newspaper by print in the issues of, on:

09/14/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/14/2023

*[Handwritten Signature]*

Legal Clerk

*[Handwritten Signature]*

Notary, State of WI, County of Brown

*[Handwritten Signature]*  
3/7/27

My commission expires

Publication Cost: \$309.47  
Order No: 9271993 # of Copies: 1  
Customer No: 1060862  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin



PARKLAND COMMUNITY  
DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
PARKLAND PLACE PROJECT  
AND NOTICE OF SPECIAL  
MEETING TO OPEN PROPOSALS  
Santa Rosa County, Florida

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**PARKLAND PLACE PROJECT**  
The contract will require contractors to provide for the construction, labor, materials, and equipment necessary to construct all work, or a portion thereof, necessary to construct Parkland Place Project, and other associated scopes as more particularly described in the Project Manual and in accordance with the plans and specifications.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available for public inspection and may be obtained beginning September 18, 2023 at 12:00 p.m. from the District Managers office, gillyard@whhassociates.com. Plans and Project Manual may be obtained only through a download link that will be provided upon request to the District Managers office. It is recommended that prospective proposers email orders to gillyard@whhassociates.com. Proposals will be evaluated in accordance with the criteria included in the Project Manual. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate. If it determines in its discretion that it is in the District's best interests to do so. Any protest of the Project Manual, including the terms and specifications, must be filed with the District within 72 hours of receiving the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$30,000.00. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor.

Firms desiring to provide construction services for the referenced project must submit one (1) original, eight (8) hard copies, and (1) electronic copy (flash drive) of the required proposal no later than 12:00pm on October 18, 2023, at the offices of Adams Homes Sales Office, 6148 Old Bagdad Highway, Milton, FL 32583. District staff will conduct a special public meeting at that place and time to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Managers office, gillyard@whhassociates.com. The

meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting Wrathell Hunt & Associates, LLC, the District Manager, at (561) 571-0010, or at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with section 255.05, Florida Statutes.

All questions regarding the Project Manual or this project shall be directed in writing only to David W. Fitzpatrick, P.E., P.A., 10250 N. Palafax St., Pensacola, FL 32534 or via email, (david@fitzeng.com). No phone inquiries please. All comments received before October 6, 2023 will be responded to in writing to all prospective bidders.



# **PARKLAND**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4C**

**PARKLAND COMMUNITY DEVELOPMENT DISTRICT**

**PARKLAND PLACE PHASE 1 CIVIL SITE CONSTRUCTION SERVICES - EVALUATION MATRIX**

<b>RFP FOR PARKLAND PLACE PHASE 1</b>	<b>PERSONNEL</b>	<b>PROPOSER'S EXPERIENCE</b>	<b>UNDERSTANDING OF SCOPE OF WORK</b>	<b>FINANCIAL CAPABILITY</b>	<b>PRICE</b>	<b>TOTAL POINTS</b>
<b>PROPOSER</b>	<b>25 POINTS</b>	<b>25 POINTS</b>	<b>10 POINTS</b>	<b>10 POINTS</b>	<b>30 POINTS</b>	<b>100 POINTS</b>
<b>Chavers Construction, Inc.</b>						

NOTES:

Completed by: \_\_\_\_\_  
 Board Member's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of Board Member

# **PARKLAND**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

Structure Nos.: 220GP42, 220GP43, 223GP42, 223GP43, 143GP54  
Section, Township, Range: SECTION 27, TOWNSHIP 2N, RANGE 29  
Easement No.: N/A  
Parcel ID: 27-2N-29-0000-00200-0000  
(Maintained by County Appraiser)

### RIGHT-OF-WAY CONSENT AGREEMENT

Florida Power & Light Company, a Florida corporation, whose mailing address is One Energy Place, Pensacola, Florida 33420-0093, Attn: Corporate Real Estate Department, hereinafter referred to as "Company", hereby consents to Garden Street Communities Southeast, LLC, a Florida limited liability company, whose mailing address is 100 West Garden Street, 2<sup>nd</sup> Floor, Pensacola, Florida 32502, hereafter referred to as "Licensee", using an area within Company's right-of-way granted by those certain instruments recorded in Official Records Book 238, at Page 437, and Official Records Book 5, at Page 308, each in the Public Records of Santa Rosa County, Florida. The said area within the Company's right-of-way, hereinafter referred to as "Lands", is more particularly described on Exhibit "A" attached hereto. The use of Lands by Licensee shall be solely for the purpose of installation and use of the following subdivision amenities: utilities, walking paths, road crossings, landscaping and lighting (collectively, the "Improvements"), all as shown on the plans and specifications submitted by Licensee and attached hereto as Exhibit "B".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.



3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy five (75) feet on each side of the centerline of Company's existing and planned facilities.

5. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Form 360, a copy of which is attached hereto as **Exhibit "C"**, prior to the commencement of construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, other than that certain walking path(s) depicted on attached Exhibit "B", hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.



11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity set forth above in Section 12. A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

Licensee shall, during the period of this Agreement, cause its contractor to maintain, at its sole expense a liability policy with minimum limits of \$3,000,000 for bodily injury or death of person(s) and \$5,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity set forth above in Section 12. A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

Licensee agrees to require its contractors to obtain insurance to cover the above indemnity and further agrees to verify with its contractors that such insurance is in full force and effect. Licensee shall provide Company's Risk Management Department with notice of the name and address of Licensee's contractors prior to the commencement any work under this Agreement.

Licensee further agrees to include the following indemnification in all contracts between Licensee and its general contractors who perform or are responsible for construction or maintenance work on or around the subject FPL Facilities:

"The contractor hereby agrees to release, indemnify, defend, save and hold harmless Licensee and Company, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, from all claims, demands, liabilities and suits for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by contractor, its subcontractor, agents or



employees. This indemnification shall extend up to but shall not exceed the sum of \$3,000,000 for bodily injury or death of person(s) or property damage combined single limit and \$5,000,000 occurrence aggregate. In the event the contractor is insured for liability with limits in excess of these amounts, contractor's said obligation shall extend up to but shall not exceed the limits of that insurance. Contractor's costs of defending Licensee and Company, including attorneys' fees are excluded from and are in addition to the aforesaid limitation of liability for injury, death and property damage."

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "B" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld. Notwithstanding the forgoing, Licensee intends to convey the Lands to the Parkland Community Development District ("PCDD"), whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, for PCDD to own, operate and maintain as a public road right-of-way. Notwithstanding the above, in the event the Improvements have been installed and the Lands conveyed to the PCDD, the PCDD will be assigned and assume Licensee's rights, and will be delegated Licensee's duties, under this Agreement as contemplated in this Agreement; whereupon Company's receipt of proof of such assignment and assumption, the PCDD shall be deemed the "Licensee" for purposes of this Agreement from and after the date of such assignment.



19. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as **Exhibit "B"**, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for the purpose of processing this Consent, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on **Exhibit "B"** to the Agreement, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electric Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

[Signatures appear on following page.]





The parties have executed this Agreement this \_\_\_\_\_ day of July 2023.

Witnesses:

COMPANY:

**FLORIDA POWER & LIGHT COMPANY**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_


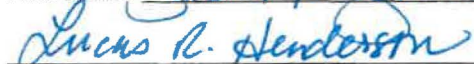
By: \_\_\_\_\_  
William Maudlin,  
Project Director, Corporate Real Estate


Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witnesses:

LICENSEE:

**GARDEN STREET COMMUNITIES  
SOUTHEAST, LLC**

Signature:   
Print Name: Stephen A. Faulkner  
Signature:   
Print Name: Lucas R. Henderson  
Signature: Lucas R. Henderson  
Print Name: Lucas R. Henderson

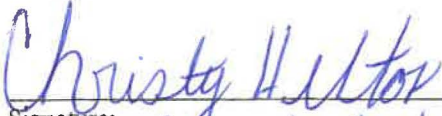
By:   
Its: MANAGER  
Print Name: William Bryan Adams


**JOINED IN AND CONSENTED TO BY PCDD  
FOR PURPOSES OF SECTION 18:**

Witnesses:

PCDD:

**PARKLAND COMMUNITY  
DEVELOPMENT DISTRICT**

Signature:   
Print Name: Christy Helton

By:   
Its: Board Chairman  
Print Name: CHAD A. WILLARD

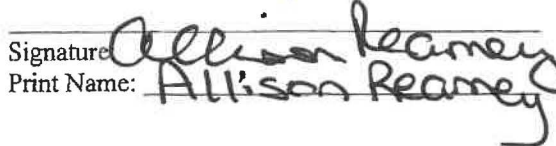
Signature:   
Print Name: Allison Reamey

EXHIBIT "A"

OR Book 5, at Page 308

Said strip is a part of a tract of land situated in SANTA ROSA County, Florida, described as follows: THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-NINE (29) WEST.

Said strip is approximately described as follows: ONE HUNDRED FEET (100') ON EACH SIDE OF A CENTERLINE AND A CONTINUATION THEREOF, SAID CENTERLINE TO BEGIN AT A POINT ON THE WEST BOUNDARY OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER DETERMINED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SECTION 27 RUN EAST ALONG THE SOUTH BOUNDARY THEREOF A DISTANCE OF 14.7 FEET TO A POINT, THENCE RUN NORTH 71 DEGREES 37 MINUTES EAST A DISTANCE OF 1372.34 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE FROM SAID POINT OF BEGINNING CONTINUE NORTH 71 DEGREES 37 MINUTES EAST A DISTANCE OF 2775.57 FEET TO A POINT ON THE EAST BOUNDARY OF THE SAID WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27. THE GRANTORS RESERVE UNTO THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FOREVER, THE RIGHT TO CONSTRUCT, MAINTAIN AND USE A ROAD TO RUN IN AN EASTERLY DIRECTION TO THEIR LANDS ALONG THE SOUTH LINE OF SAID SECTION 27, AND A PORTION OF THE SOUTH LINE OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 29 WEST, IN SAID COUNTY FROM A PUBLIC ROAD WHICH RUNS TO A POINT NEAR THE SOUTHWEST CORNER OF SAID SECTION 27 AND CROSSES THE STRIP HEREINABOVE DESCRIBED, SAID ROAD RIGHT OF WAY NOT TO EXCEED 30 FEET IN WIDTH AND TO BE LOCATED SO AS NOT TO INTERFERE WITH THE GRANTEE'S USE OF THE EASEMENT HEREIN GRANTED.

OR Book 238, at Page 437

Said strip is a part of a tract of land situated in SANTA ROSA County, Florida, described as follows:

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-NINE (29) WEST, SANTA ROSA COUNTY, FLORIDA.

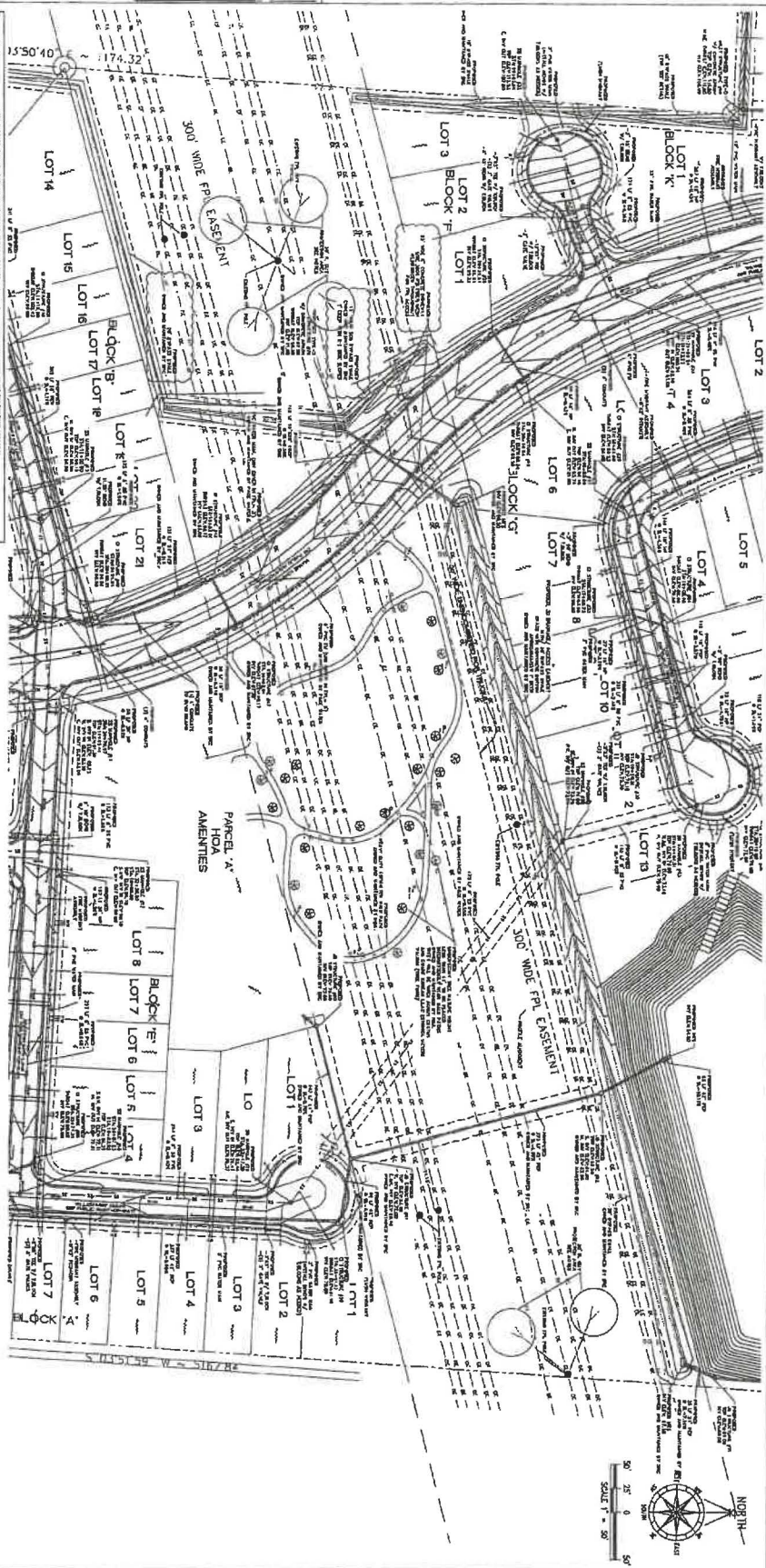
Said strip is described as follows:



ALL THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN A CONTINUOUS STRIP OF LAND ONE HUNDRED FEET (100') IN WIDTH, LYING SOUTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH GULF POWER COMPANY'S TWO HUNDRED FOOT (200') WIDTH RIGHT-OF-WAY AS IT NOW EXISTS, THE CENTERLINE OF WHICH EXISTING RIGHT-OF-WAY IS DESCRIBED IN THAT CONVEYANCE FROM JAMES T. STRINGFIELD, SR. ET UX ET AL, TO GULF POWER COMPANY, DATED JUNE 15, 1960, AND RECORDED IN OFFICIAL RECORD BOOK 5 AT PAGE 308 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, SANTA ROSA COUNTY, FLORIDA.

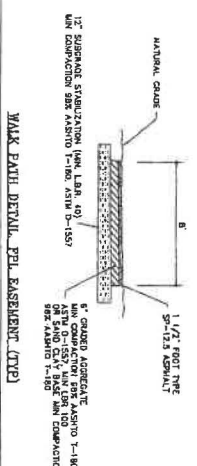
A handwritten signature or initials in blue ink, located at the bottom right of the page.

# EXHIBIT "B"



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
2	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
3	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
4	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
5	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
6	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
7	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
8	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
9	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
10	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
11	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
12	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
13	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
14	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
15	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
16	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234

- NOTES:**
1. ALL LOTS SHALL BE CONVEYED TO THE HOA BY DEED.
  2. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.
  3. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.
  4. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.
  5. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.
  6. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.
  7. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.
  8. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.
  9. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.
  10. THE HOA SHALL HAVE THE RIGHT TO USE THE COMMON AREAS FOR THE PURPOSES OF THE HOA.



<p><b>PARKLAND PLACE</b> SUBDIVISION FPL EASEMENT PLAN</p>	<p><b>DAVID W. FITZPATRICK</b> PROFESSIONAL ENGINEER, P.E. BOARD OF PROFESSIONAL REGULATION #00006423 1800 SOUTH PALM BLVD. SUITE 100 TAMPA, FL 33629 PH: 813-973-1117 FAX: 813-973-1118</p>	<p>DATE: 10/02/2012 TIME: 10:53 FPL</p>
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# EXHIBIT "C"



## NOTIFICATION OF FPL FACILITIES

Customer/Agency \_\_\_\_\_  
 Developer/Contractor Name \_\_\_\_\_  
 Location of Project \_\_\_\_\_  
 FPL Representative \_\_\_\_\_  
 Developer/Contractor Representative \_\_\_\_\_

Date of Meeting/Contact: \_\_\_\_\_  
 Project Number/Name: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 FPL Work Request #/Work Order #: \_\_\_\_\_

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NEC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NEC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

<u>*Power Line Voltages</u>	<u>**Personnel and Equipment</u> <small>(29 CFR 1910.333 and 1926.600)</small>	<u>Cranes and Derricks</u> <small>(29 CFR 1926.1407, 1408)</small>	<u>Travel under or near Power Lines (on construction sites, no load)</u> <small>(29 CFR 1926.600 – Equipment) (1926.1411 – Cranes and Derricks)</small>	
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

**\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**

**\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

FPL emailed to requesting customer's engineer

Means by which this notification was provided to customer and/or contractor

Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date



# **PARKLAND**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**PARKLAND  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
AUGUST 31, 2023**

**PARKLAND  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
AUGUST 31, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 13,842	\$ -	\$ -	\$ 13,842
Due from Landowner	3,760	-	-	3,760
Total assets	<u>\$ 17,602</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,602</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 11,601	\$ -	\$ -	\$ 11,601
Due to Landowner	5,784	16,417	809	23,010
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>23,385</u>	<u>16,417</u>	<u>809</u>	<u>40,611</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	3,759	-	-	3,759
Total deferred inflows of resources	<u>3,759</u>	<u>-</u>	<u>-</u>	<u>3,759</u>
Fund balances:				
Restricted				
Debt service	-	(16,417)	-	(16,417)
Capital projects	-	-	(809)	(809)
Unassigned	<u>(9,542)</u>	<u>-</u>	<u>-</u>	<u>(9,542)</u>
Total fund balances	<u>(9,542)</u>	<u>(16,417)</u>	<u>(809)</u>	<u>(26,768)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 17,602</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,602</u>

**PARKLAND  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 2,058	\$ 38,055	\$ 98,290	39%
Total revenues	<u>2,058</u>	<u>38,055</u>	<u>98,290</u>	39%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording <sup>4</sup>	2,000	22,000	44,000	50%
Legal	1,101	7,989	25,000	32%
Engineering	-	5,784	2,000	289%
Audit	-	-	5,500	0%
Arbitrage rebate calculation <sup>1</sup>	-	-	500	0%
Dissemination agent <sup>2</sup>	-	-	1,000	0%
Trustee <sup>3</sup>	-	-	5,500	0%
Telephone	17	183	200	92%
Postage	107	175	500	35%
Printing & binding	42	458	500	92%
Legal advertising	493	640	6,500	10%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges (Office Supplies)	-	508	500	102%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>3,760</u>	<u>42,947</u>	<u>98,290</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	(1,702)	(4,892)	-	
Fund balances - beginning	(7,840)	(4,650)	-	
Fund balances - ending	<u>\$ (9,542)</u>	<u>\$ (9,542)</u>	<u>\$ -</u>	

<sup>1</sup>This expense will be realized the year after the issuance of bonds.

<sup>2</sup>This expense will be realized when bonds are issued.

<sup>3</sup>This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

<sup>4</sup>This fee represents the charge for a semi-dormant CDD (\$2k per month). Once bonds are issued this fee will revert back to \$4k per month.



**PARKLAND  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date
<b>REVENUES</b>	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>		
Cost of issuance	-	10,490
Total debt service	-	10,490
Excess/(deficiency) of revenues over/(under) expenditures	-	(10,490)
Fund balances - beginning	(16,417)	(5,927)
Fund balances - ending	\$ (16,417)	\$ (16,417)

**PARKLAND  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>	 <u>-</u>	 <u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 (809)	 (809)
Fund balances - ending	<u><u>\$ (809)</u></u>	<u><u>\$ (809)</u></u>

# **PARKLAND**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**

**MINUTES OF MEETING  
PARKLAND COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Parkland Community Development District held a Public Hearing and Regular Meeting on August 8, 2023 at 2:00 p.m. (Central Time), at Adams Homes Sales Office, 6148 Old Bagdad Hwy., Milton, Florida 32583.

**Present at the meeting were:**

Chad Willard	Chair
Dan DuBose	Vice Chair
Mike Patterson	Assistant Secretary
Kyle Nicholas	Assistant Secretary

**Also present were:**

Cindy Cerbone	District Manager
Kyle Magee (via telephone)	District Counsel
David Fitzpatrick	District Engineer
Luke Henderson (via telephone)	Developer Counsel, Garden Street Communities Southeast, LLC
Misty Taylor (via telephone)	Bond Counsel
Charles Lawshe	The Eagle Group

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 2:00 p.m. Supervisors Willard, DuBose, Patterson and Nicholas were present. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired Term of Seat 3; Term Expires November 2024**

- A. Administration of Oath of Office (the following will be provided in a separate package)**
  - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

- 42 II. Membership, Obligations and Responsibilities
- 43 III. Financial Disclosure Forms
- 44 a. Form 1: Statement of Financial Interests
- 45 b. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 46 c. Form 1F: Final Statement of Financial Interests
- 47 IV. Form 8B: Memorandum of Voting Conflict
- 48 B. Consideration of Resolution 2023-04, Removing & Designating Certain Officers of the
- 49 District, and Providing for an Effective Date

50 These items were deferred.

51

52 **FOURTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**  
 53 **2023/2024 Budget**

- 54
- 55 A. Proof/Affidavit of Publication
- 56 B. Consideration of Resolution 2023-12, Relating to the Annual Appropriations and
- 57 Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending
- 58 September 30, 2024; Authorizing Budget Amendments; and Providing an Effective
- 59 Date

60 Ms. Cerbone stated that the proposed Fiscal Year 2024 budget is the same as the  
 61 version presented a few months ago. She noted that District Management’s fees will increase at  
 62 the time bonds are issued. This will be a Landowner-funded budget, with expenses paid as they  
 63 are incurred, via funding requests.

64

65 **On MOTION by Mr. Willard and seconded by Mr. DuBose, with all in favor, the**  
 66 **Public Hearing was opened.**

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69 No members of the public spoke.

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71 **On MOTION by Mr. Willard and seconded by Mr. Patterson, with all in favor,**  
 72 **the Public Hearing was closed.**

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**On MOTION by Mr. Patterson and seconded by Mr. Willard, with all in favor, Resolution 2023-12, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023/2024 Budget Funding Agreement**

Ms. Cerbone presented the Fiscal Year 2023/2024 Budget Funding Agreement, which is similar to last year’s Funding Agreement.

**On MOTION by Mr. Patterson and seconded by Mr. DuBose, with all in favor, Fiscal Year 2023/2024 Budget Funding Agreement with Garden Street Communities Southeast, LLC, was approved.**

**SIXTH ORDER OF BUSINESS**

**Continued Discussion: Evaluation Criteria for Request for Proposals for Parkland Place Phase 1 Civil Site Construction Services**

It was noted that the sample documents are still being reviewed and proposed revisions from Amanda are pending. Mr. Henderson stated the intent is to have it all ready for distribution and available simultaneously when the RFP is advertised. Because of this delay, Ms. Cerbone stated she will provide Staff and Mr. Henderson with the deadline dates to publish the RFP in the newspaper to meet the October goal of presenting the RFP responses.

Mr. Fitzpatrick provided updates on the following:

- He is still waiting for Pace Water to approve the plans and for Rachel to review the responses to her comments on the original submittal.
- The water and sewer permits were executed and submitted to the Department of Environmental Protection (DEP). The DEP water permit was received but not the sewer permit.
- Regarding a request that they prepare a complete Lot Grading Plan to include in the RFP package, the technician is working on this; it is expected next Thursday.

Ms. Cerbone and Mr. Magee confirmed that this cannot be included in the CDD’s RFP.

Mr. Henderson noted the following:

112 ➤ The consensus is to advertise the RFP and, if needed, the other matter can be added as  
113 a component of the bid, at the appropriate time.

114 Asked if the remaining outstanding matters, for permitting purposes, are the DEP sewer  
115 permit, finalizing the Encroachment Agreement with Florida Power & Light (FPL) and receiving  
116 the final approval from Pace Water, Mr. Fitzpatrick replied affirmatively.

117 ➤ Ms. Zare and Mr. Sealy suggested they might not need to have the actual Site  
118 Contracting Work contract awarded at the time they market the bonds, as long as they have a  
119 fair assumption of what the construction cost is going to be, which he believes they have. Brian  
120 wants to proceed with the bond process post haste and with the final RFP approvals obtained  
121 within the next two weeks, to meet the October deadline.

122 Discussion ensued regarding having the bid opening in Santa Rosa County, at the Adams  
123 Homes Sales Office, allowing sufficient time for the District Engineer to review the RFP  
124 responses and, if needed, deferring awarding the contract and continuing the October meeting.

125 Asked if they need to prepare a bid document, Ms. Cerbone replied affirmatively; it is  
126 part of the RFP Project Manual. She discussed how vendor questions will be addressed and,  
127 since the Project Manual will be sent from her office, the Board Members should email her  
128 office with names of the vendors they want to send the RFP to.

129 Regarding potentially advertising the RFP in specific newspapers or counties, Mr.  
130 Henderson will confirm with Brian if there is any interest.

131 Mr. Henderson discussed FPL acquiescing to certain items and requested CDD assistance  
132 to get FPL to adhere to the request that the Encroachment Agreement names the CDD as the  
133 Licensee, instead of adding the CDD to the Agreement.

134

135 **On MOTION by Mr. Patterson and seconded by Mr. Willard, with all in favor,**  
136 **authorizing District Counsel and Developer Counsel to work on the Right-of-**  
137 **Way Consent Agreement with FPL and authorizing the Chair or the Vice Chair,**  
138 **in the Chair’s absence, to execute the Agreement, in substantial form and**  
139 **subject to the District Engineer’s review and final legal review, was approved.**

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142 SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial  
Statements as of June 30, 2023

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**On MOTION by Mr. Willard and seconded by Mr. Patterson, with all in favor, the Unaudited Financial Statements as of June 30, 2023, were accepted.**

**EIGHTH ORDER OF BUSINESS**

**Approval of July 11, 2023 Regular Meeting Minutes**

**On MOTION by Mr. Willard and seconded by Mr. Patterson, with all in favor, the July 11, 2023 Regular Meeting Minutes, as presented, were approved.**

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: Kutak Rock LLP**

Mr. Magee stated that his office will review the finalized RFP. Staff work to finalize the bond documents continues.

**B. District Engineer: David W. Fitzpatrick P.E., P.A.**

There was no report.

**C. District Manager: Wrathell, Hunt and Associates, LLC**

- **NEXT MEETING DATE: September 5, 2023 at 2:00 PM (Central Time)**
  - **QUORUM CHECK**

The next meeting will be September 5, 2023, unless cancelled. The next meeting will most likely be held in October 2023.

**TENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**ELEVENTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. DuBose and seconded by Mr. Patterson, with all in favor, the meeting adjourned at 2:35 p.m.**



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Secretary/Assistant Secretary

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Chair/Vice Chair

# **PARKLAND**

**COMMUNITY DEVELOPMENT DISTRICT**

# **STAFF REPORTS**

**PARKLAND COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

*Adams Homes Sales Office, 6148 Old Bagdad Hwy., Milton, Florida 32583*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 3, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>October 23, 2023</b>	<b>Special Meeting</b>	<b>12:00 PM (Central Time)</b>
<b>November 7, 2023</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>December 5, 2023</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>January 2, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>February 6, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>March 5, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>April 2, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>May 7, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>June 4, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>July 2, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>August 6, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>
<b>September 3, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM (Central Time)</b>