

Parker Road Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901
www.parkerroadcdd.com

The meeting of the Board of Supervisors of **Parker Road Community Development District** will be held **Friday, June 16, 2023, at 1:00 p.m. at 11701 SW 30th Ave, Gainesville, FL 32608.**

The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 2536 634 0209

<https://pfmcdd.webex.com/join/carvalhov>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- **Public Comment Period** *[for any members of the public desiring to speak on any proposition before the Board]*

General Business Matters

1. Consideration of the Minutes of the May 4, 2023, Board of Supervisors' Meeting
2. Consideration of the Minutes of the May 4, 2023, Board of Supervisors' Attorney Client Session Meeting
3. Update on the Pool Repairs
4. Discussion & Consideration of RFP for Landscape & Irrigation Maintenance Services
 - a. Review the Proposals Submitted
 - b. Score and Rank the Proposals
 - c. Award the Landscape & Irrigation Maintenance Services to #1 Rank Proposal
5. Discussion & Consideration of Amendments to Leland Management, Inc. Agreement
6. Discussion & Review on the Oakmont Survey Results
 - a. Project Funding- Review FY 2023 Funds & FY 2024 Proposed Funds
 - b. Project Start Date
7. Discussion & Consideration of Alarm Permit Renewal and False Alarm Invoice
8. Discussion on Projected Expense Relating to Pressure-washing Curbs and Sidewalks
 - a. Ongoing Responsibility and Frequency
9. Consideration of Utility Cart / Cart Garage project
 - a. POA Conditional Approval
10. Review & Consideration of Amendments to the District Amenities Policies



- a. Consideration of Resolution 2023-04, Setting the Public Hearing Date for Amendments to the District Amenities Policies
- 11. Update on Reserve Study Progress
- 12. Ratification of Payment Authorizations 199 - 206
- 13. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests

Adjournment



**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes
of the May 4, 2023,
Board of Supervisors' Meeting

**PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING**

Thursday, May 4, 2023

11701 SW 30th Avenue, Gainesville, FL 32608

4:00 p.m. and or immediately following the adjournment of the shade meeting

Board Members present at roll call:

Andy Hagan	Chairperson
Barbara Staras	Vice Chairperson
Dan Middleton	Assistant Secretary
Tara Ezzell	Assistant Secretary
Kevin McGee	Assistant Secretary

Also present were:

Vivian Carvalho	District Manager - PFM Group Consulting LLC
Venessa Ripoll	District Manager - PFM Group Consulting LLC (via phone)
Amy Champagne	District Accountant - PFM Group Consulting LLC (via phone)
Katie Buchanan	District Counsel - Kutak Rock LLP
Carrie Gailfoil	Leland Management, Inc.
Kaytlan Forret	Leland Management, Inc.
Various Audience Members	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

This meeting was called to order by Ms. Carvalho at 5:35 p.m. and roll call was initiated. Quorum was established with the attendance of Board Members outlined above. Others in attendance or via speaker phone are listed above.

Public Comment Period

Ms. Carvalho stated that the discussion of the pool will be moved up on the agenda.

Update on the Pool

Mr. Hagan provided an update on the status of the pool. He provided some background to the issues that first arose concerning the pool with Scherer Construction and how a few years ago, the district reached out to a different contractor who found an expansion joint under the pool concrete shell was initially installed incorrectly. He stated that there are several areas that will need further investigation. There is currently no timeline as to when this project will be completed. There were some public comment questions concerning the process of repairing the pool and asking for continuous updates on the progress of the pool repair. There were some additional questions concerning the update to Phases 5A, 5B, and 5C as well as irrigation concerns.

Review of Letter from Supervisor of Elections – Alachua County (under separate cover)

Ms. Carvalho stated that the District currently has 828 registered voters.

On MOTION by Ms. Ezzell, seconded by Mr. McGee, with all in favor, the Board accepted the Letter from Supervisor of Elections – Alachua County.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of the Minutes of the February 24, 2023, Board of Supervisors' Meeting

The Board reviewed the minutes.

On MOTION by Mr. Hagan, seconded by Mr. Middleton, with all in favor, the Board approved the Minutes of the February 24, 2023, Board of Supervisors' Meeting.

**Consideration of the Minutes of
the March 9, 2023, Board of
Supervisors' Attorney Client
Session Meeting**

The Board reviewed the minutes.

On MOTION by Mr. Middleton, seconded by Ms. Ezzell, with all in favor, the Board approved the minutes of the March 9, 2023, Board of Supervisors' Attorney Client Session Meeting.

**Consideration of the Minutes of
the April 6, 2023, Special Board of
Supervisors' Meeting**

The Board reviewed the minutes.

On MOTION by Mr. Hagan, seconded by Mr. McGee, with all in favor, the Board approved the minutes of the April 6, 2023, Special Board of Supervisors' Meeting.

Continuation of the Pool Update

Ms. Buchanan stated that during the shade meeting, the Board agreed to authorize the settlement of all claims against Scherer Construction in exchange for the full rehabilitation of the pool, including but not limited to all structural issues and to meet County code.

On MOTION by Ms. Staras, seconded by Ms. Ezzell, with all in favor, the Board approved the authorization of the settlement of all claims against Scherer Construction in exchange for the full rehabilitation of the pool, including but not limited to all structural issues and to meet County code.

Ms. Buchanan stated that in the event that this offer is not accepted by Scherer Construction, two additional shade meetings will be requested; one on July 16, 2023 at

11:00 a.m. before the Board meeting and the other on July 19, 2023 at 4:00 p.m. before the Board meeting.

On MOTION by Ms. Ezzell, seconded by Mr. McGee, with all in favor, the Board authorized the advertisement of the potential shade meetings on June 16, 2023 and July 19, 2023.

Consideration of Maintenance Utility Cart / Shed

Mr. McGee mentioned that this project would cost around \$38,000.00 to complete. He proposed that they postpone the sidewalk pressure washing. There was some discussion for separating the pressuring washing job by phases of the District. The Board asked if the pressure washing company could provide a proposal for the work that would need to be done. This item will be put back on the agenda during the June 16, 2023 meeting.

Consideration of Reserve Study Proposal

Mr. Middleton provided an update to the revised CDD reserve proposals. Global Solutions proposal came in at \$4,400.00. He recommends the Board to proceed with this company for a reserve study report.

On MOTION by Ms. Staras, seconded by Mr. Middleton, with all in favor, the Board approved the proposal from Global Solutions with a Not To Exceed amount of \$4,400.00 for the reserve study.

2023 / 2024 Project Review - Prioritization & Funding

Mr. McGee stated that he had come up with estimates for various projects for the District. They had gotten pricing for four () pickleball courts which would cost around

\$150,000.00 without lights, but would be an additional \$55,000.00 with lights, including an Access Card Reader. They also gathered proposals for a playground shade structure which varied from \$81,000.00, \$125,000.00, and \$290,000.00. Ms. Staras stated that she would work with Ms. Gailfoil and Ms. Forret to send out a survey to the residents concerning these projects.

Status on Adjusting the Gym Hours

Ms. Forret thanked Ms. Gailfoil, Mr. McGee, and Jesus for working on the lighting and alarm situation. She suggested changing the current gym hours from 5:00 a.m. – 10:00 p.m. to 4:00 a.m. – 11:00 p.m. There was some discussion concerning updating the Amenity Center policies.

On MOTION by Mr. Middleton, seconded by Mr. Hagan, with all in favor, the Board approved adjusting the gym hours to 4:00 a.m. – 11:00 p.m.

Ratification of Proposal for Fitness Center Sign

On MOTION by Mr. Hagan, seconded by Ms. Staras, with all in favor, the Board ratified the Proposal for Fitness Center Sign.

Consideration of Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024, and Setting a Public Hearing

Ms. Carvalho gave an overview of the budget process. Ms. Champagne reviewed the various line items that had price changes for the Board. Their budget for this year is \$1,607,311.00.

On MOTION by Mr. Hagan, seconded by Mr. McGee, with all in favor, the Board approved Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024, and Setting a Public Hearing for July 19, 2023 at 5:00 p.m.

Consideration of a Review of Insurance Coverage for the Parker Road Community Development District Property and Amenities

a. Items/areas that are covered by insurance, amount of coverage, type of insurance

(liability, damage, repair and/or replacement. etc.),

b. Is the insurance coverage adequate and appropriate/? Does it need amending? Does any duplicity exist? Any areas/items that are not currently covered and need coverage?

c. As the need for additional insurance coverage arises, will riders be added to existing policies, or will new policies be required?

d. Determine a review schedule for active insurance policy or policies

Ms. Carvalho stated that she would provide the policy once it has been bound. It was mentioned that the District has the protection of Sovereign Immunity.

Consideration of Contract with W.W. Gay Mechanical Contractor, Inc.

It was mentioned that the contract of \$2,560.00 annually is paid on a quarterly basis.

On MOTION by Mr. McGee, seconded by Ms. Ezzell, with all in favor, the Board approved the Contract with W.W. Gay Mechanical Contractor, Inc.

Ratification of Payment Authorizations 187-198

The Board reviewed the payment authorizations.

On MOTION by Mr. Middleton, seconded by Mr. McGee, with all in favor, the Board ratified Payment Authorizations 187-198.

Review of District Financial Statements

No comments were made regarding the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – Ms. Carvalho stated that the Shade Meetings will take place before the June 16 and July 19 Board of Supervisors' meetings.

Field Manager and Lifestyle Manager – Ms. Forret and Ms. Gailfoil spoke briefly concerning SkyFrog and their disappointing performance. CEPRA will be able to manage all of the areas of the community. They recommended terminating the contract with SkyFrog, entering a temporary contract with CEPRA, and proceeding with an RFP.

On MOTION by Mr. Hagan, seconded by Mr. Middleton, with all in favor, the Board approved terminating the contract with SkyFrog, entering a temporary contract with CEPRA, and proceeding with an RFP.

FOURTH ORDER OF BUSINESS

**Audience Comments and
Supervisors Requests**

A homeowner asked why certain homeowners are not pressure washing their sidewalks. There was also some discussion concerning the cost of the signs.

FIFTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. Middleton, seconded by Ms. Staras, with all in favor, the May 4, 2023, Board of Supervisors' Meeting of the Parker Road Community Development District was adjourned at 8:19 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of
the May 4, 2023, Board of Supervisors'
Attorney Client Session Meeting

**PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS ATTORNEY CLIENT SESSION MEETING
Thursday, May 4, 2023
11701 SW 30th Avenue, Gainesville, FL 32608
4:00 p.m.**

Board Members present at roll call:

Kevin McGee	Chairperson
Andy Hagan	Chairperson
Barbara Staras	Vice Chairperson
Tara Ezzell	Assistant Secretary
Dan Middleton	Assistant Secretary

Also present were:

Vivian Carvalho	District Manager - PFM Group Consulting LLC
Katie Buchanan	District Counsel - Kutak Rock LLP
Braxton Gilliam	Court Reporter (joined the meeting in progress)
Paul Anthony	Court Reporter (via phone)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

This meeting was called to order by Ms. Carvalho at 4:14 p.m. and roll call was initiated. Quorum was established with the attendance of Board Members Kelly White, Andy Hagan, Tara Ezzell, Barbara Staras, and Dan Middleton. Others in attendance or via speaker phone are listed above.

**Attorney-Client Session Meeting
Discussion on Any Strategies and
Resolution Pertaining to the Pool
Matter**

Ms. Buchanan provided a framework of the attorney-client session to the Board and the purpose of the shade meeting. The recording was stopped.

The Board returned to the meeting in progress, Ms. Carvalho stated that there would be a Special Meeting scheduled for April 6, 2023 at 12:00 p.m.

SECOND ORDER OF BUSINESS

Adjournment

There was no further business to discuss. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. Middleton, seconded by Ms. Staras, with all in favor, the May 4, 2023, Board of Supervisors Attorney Client Session Meeting of the Parker Road Community Development District was adjourned at 5:14 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Update on the Pool

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Discussion & Consideration of RFP
for Landscape & Irrigation
Maintenance Services



PO Box 865
Oakland, FL 34760
Office: 352.484.0285
cepralandscape.com

June 12, 2023

Parker Road CDD
c/o Vivian Carvalho
11701 SW 30th Avenue
Gainesville, Florida 32608

RE: Landscape and Irrigation Maintenance Services

Dear Vivian,

Thank you for this opportunity to present the proposal for Parker Road CDD. Cepra Landscape is a local, family owned business committed to providing our customers with the best value possible in the landscape industry. We are grateful to have been the landscape maintenance providers within Parker Road for the past several years and are looking forward to a chance to continue the relationship.

Our company rests on three pillars: (1) Unparalleled customer service, (2) expertise of our employees, and (3) our beautiful landscapes. These three pillars serve as the foundation for ancillary brand benefits including attention to detail, educated decision making, personalized service, and a seamless customer experience. Our difference is solid.

We strive to constantly exceed expectations by providing outstanding results in both product and service. Our goal is to create lasting partnerships and work with customers who truly believe in what we do.

Please contact us should you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "BRANDON RAY", written over a light grey circular background.

Brandon Ray

CEPRA

PROJECT MANUAL
FOR
LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES
FOR
**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

May 22, 2023

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REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR:
PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES
Alachua County, Florida

Notice is hereby given that the **Parker Road Community Development District** (the “District”) will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services, including but not limited to landscape maintenance, irrigation repair, pest control, and fertilizer, all as more specifically set forth in the Project Manual.

The Project Manual, including contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by emailing Vivian Carvalho, carvalhov@pfm.com with a copy to Katie Buchanan, katie.buchanan@kutakrock.com.

Firms desiring to provide services for this project must submit one (1) electronic version, no later than Monday, June 12, 2023, via email to carvalhov@pfm.com by 1:00 p.m., and label in the email Parker Road Community Development District, Landscape Maintenance RFP, Attn: Vivian Carvalho- District Manager. **PROPOSALS MUST BE SENT ELECTRONIC ONLY BY 1:00 PM to VIVIAN CARVALHO AT CARVALHOV@PFM.COM.** Any proposal not completed as specified or missing the required proposal documents will be disqualified.

Ranking of proposals will be made on the basis of qualifications according to the Evaluation Criteria contained within 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 and all questions relative to this project shall be directed to Vivian Carvalho, Parker Road Community Development District, by electronic mail to carvalhov@pfm.com, with a copy to Katie Buchanan at katie.buchanan@kutakrock.com.

Notice of Public Meeting to Open RFP Responses

A meeting will be held on **Monday, June 12, 2023, at 2:00 p.m.** at Oakmont Amenity Center, located at 11701 SW 30th Avenue, Gainesville, Florida 32608. No official action of the District’s Board will be taken at this meeting, it is held for the limited purpose of opening the RFP responses. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at 407-723-5900 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office. To attend the meeting virtually, please call 1-844-621-3956 and enter code 790 562 990 #.

Parker Road Community Development District Vivian Carvalho, District Manager
Run Date(s): Thursday, May 25, 2023

**PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

Landscape and Irrigation Maintenance
Alachua County, Florida

Instructions to Proposers

YOU MAY SUBMIT A BID FOR ONE, ALL, OR A COMBINATION OF THE SERVICES REQUESTED.

SECTION 1. DUE DATE. Firms desiring to provide services for this project must submit one (1) electronic version, no later than Monday, June 12, 2023, via email to carvalhov@pfm.com by 1:00 p.m., and label in the email Parker Road Community Development District, Landscape Maintenance RFP, Attn: Vivian Carvalho- District Manager. **PROPOSALS MUST BE SENT ELECTRONIC BY 1:00 PM ON MONDAY, JUNE 12, 2023, to VIVIAN CARVALHO AT CARVALHOV@PFM.COM.**

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If an individual makes the proposal, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

SECTION 3. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 4. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 5. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed to Vivian Carvalho, Parker Road Community Development District, by electronic mail at carvalhov@pfm.com, with a copy to Katie Buchanan at katie.buchanan@kutakrock.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual. Initial questions must be received by 5:00 p.m. on Monday, June 5, 2023, and the district will respond within 72 hours. The district will only provide this scheduled response. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 7. SUBMISSION OF PROPOSAL. Submit one (1) electronic version, no later than Monday, June 12, 2023, via email to carvalhov@pfm.com by 1:00 p.m., and label in the email Parker Road Community Development District, Landscape Maintenance RFP, Attn: Vivian Carvalho- District Manager. **PROPOSALS MUST BE SENT ELECTRONIC BY 1:00 PM ON MONDAY, JUNE 12, 2023, to VIVIAN CARVALHO AT CARVALHOV@PFM.COM.**

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 9. PROJECT MANUAL. The Project Manual, if not requested for and obtained by emailing Vivian Carvalho, carvalhov@pfm.com, with a copy to Katie Buchanan, katie.buchanan@kutakrock.com, will be available starting on Friday, May 26, 2023.

SECTION 10. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. 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.

SECTION 12. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or within such approved extended time as the District may grant, the

Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual.

SECTION 13. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff, agents and consultants as additional insured, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 14. INDEMNIFICATION. The successful Proposer shall fully indemnify and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 15. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

SECTION 16. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the Detailed Specifications provided herein.
- B. Completed price proposal (form attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel. For each person listed include a resume, list years of experience in present position, and list years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A copy of its insurance certificate indicating the types of coverage and limits for general and automobile liability insurance, and workers' compensation insurance, including employer liability.
- G. Completed copies of all other forms included within the Project Manual.

SECTION 17. PROTESTS. Any protest regarding the Project Manual, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents at the offices of the Parker Road Community Development District, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, Attention: Vivian Carvalho, with an electronic copy of the same to Katie Buchanan, katie.buchanan@kutakrock.com. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the responsive and responsible Proposer that is most advantageous to the District. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within this Project Manual.

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Experience (30 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, and reputation of respondent, etc.)

3. Understanding of Scope of Work (15 points)

Does the proposal demonstrate an understanding of the District's needs for the services requested?

4. Price (30 total points)

Points available for price will be allocated as follows:

30 points will be awarded to the Proposer submitting the lowest total lump sum proposal for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's lump sum proposal and the lowest total lump sum proposal.

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this 12th day of June, 2023 by Cepira Landscape, LLC [company] whose business address is PO Box 865, Oakland, FL 34760, telephone number is (352) 484-0285, fax number is n/a, and electronic mail address is DCravey@cepralandscape.com

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Parker Road Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Cepra Landscape, LLC

Name of Organization

This 12th day of June, 2023

By: 

By: Brandon Ray, Vice-President

Name and Title of Person Signing


(Apply Corporate Seal if filing as a Corporation)

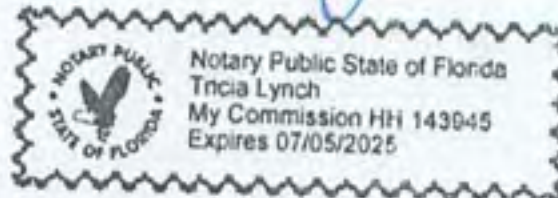
State of Incorporation: _____

State of Florida

County of Alachua

The foregoing instrument was acknowledged before me this 12th day of June, 2023, by Brandon Ray, of the Cepra Landscape, LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.


Signature of Notary taking acknowledgment



PRICE PROPOSAL FORM
FOR
LANDSCAPE MAINTENANCE SERVICES
FOR THE
PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT
Attn: Vivian Carvalho
carvalhov@pfm.com
Oakmont Amenity Center
11701 SW 30th Avenue, Gainesville, Florida 32608

on or before 1:00PM, Monday, June 12, 2023.

TO: Parker Road Community Development District

FROM: Cepra Landscape, LLC

(Contractor)

In accordance with the Request for Proposals for Landscape Maintenance Services for Parker Road Community Development District, the undersigned proposes to conduct the work necessary to provide the maintenance operations as described in the Detailed Specifications and Maintenance Map. Proposer shall submit proposals on the scope of work they are licensed, insured, and experienced in completing.

All Proposals shall be in accordance with the Project Manual. Please select which services will be provided.

- ✕ Landscape Maintenance
 - ✕ Irrigation Maintenance
 - ✕ Pest Control
 - ✕ Fertilizer

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE SERVICES

****ALL SERVICES****

BID SUMMARY

Proposer Name: Cepra Landscape, LLC

Basic Services

Total lump sum for all services covered in Request for Proposals:

Proposed Lump Sum:	Monthly	Annual Total
Phase 1		
Growing Season	12,817.50	102,540
Dormant Season	8,962.50	35,850
Phase 2		
Growing Season	3,150	25,200
Dormant Season	2,100	8,400
Amenity Center		
Growing Season	4,597.50	36,780
Dormant Season	3,967.50	15,870
Phase 3		
Growing Season	3,930	31,440
Dormant Season	3,330	13,320
Phase 4		
Growing Season	8,840	70,720
Dormant Season	7,160	28,640
Connector Road		
Growing Season	1,400	11,200
Dormant Season	950	3,800

ANNUAL TOTAL: \$383,760.00

Pine Bark Mulch-Per Cubic Yard Installed: \$ 65.00 _____
Labor rate for irrigation repair per hour: \$ 70.00 _____
Annuals in 4" Pots Per Flat of 20 Installed: \$ 45.00 _____

The fee amount shall be based on the scope of work.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District representative. Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

***Mulch installation not included in above pricing. Over the last few years, there have been many variables on mulching. The mulch program has been inconsistent as to what areas are mulched so it was unclear what would need to be covered. We could price any mulch requests per occurrence at the above cubic yard pricing.

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE SERVICES

*****LANDSCAPE MAINTENANCE ONLY*****

BID SUMMARY

Proposer Name: Cepira Landscape, LLC

Basic Services

Total lump sum for all services covered in Request for Proposals:

Proposed Lump Sum:	Monthly	Annual Total
Phase 1		
Growing Season	9,660	77,280
Dormant Season	5,805	23,220
Phase 2		
Growing Season	2,600	20,800
Dormant Season	1,550	6,200
Amenity Center		
Growing Season	3,260	26,080
Dormant Season	2,630	10,520
Phase 3		
Growing Season	3,200	25,600
Dormant Season	2,600	10,400
Phase 4		
Growing Season	7,400	59,200
Dormant Season	5,720	22,880
Connector Road		
Growing Season	1,000	8,000
Dormant Season	550	2,200

ANNUAL TOTAL: \$292,380.00

Pine Bark Mulch-Per Cubic Yard Installed: \$ 65.00
Annuals in 4" Pots Per Flat of 20 Installed: \$ 45.00

The fee amount shall be based on the scope of work.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

***Mulch installation not included in above pricing. Over the last few years, there have been many variables on mulching. The mulch program has been inconsistent as to what areas are mulched so it was unclear what would need to be covered. We could price any mulch requests per occurrence at the above cubic yard pricing.

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION MAINTENANCE SERVICES

*****IRRIGATION MAINTENANCE ONLY*****

BID SUMMARY

Proposer Name: Cepira Landscape, LLC

Basic Services

Total lump sum for all services covered in Request for Proposals:

Proposed Lump Sum:	Monthly	Annual Total
Phase 1	1,200	14,400
Growing Season		
Dormant Season		
Phase 2	300	3,600
Growing Season		
Dormant Season		
Amenity Center	550	6,600
Growing Season		
Dormant Season		
Phase 3	250	3,000
Growing Season		
Dormant Season		
Phase 4	400	4,800
Growing Season		
Dormant Season		
Connector Road	250	3,000
Growing Season		
Dormant Season		

ANNUAL TOTAL: \$35,400.00

Labor rate for irrigation repairs per hour: \$ 70.00

The fee amount shall be based on the scope of work.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

PEST CONTROL SERVICES

****PEST CONTROL ONLY****

BID SUMMARY

Proposer Name: Cepra Landscape, LLC

Basic Services

Total lump sum for all services covered in Request for Proposals:

Proposed Lump Sum:	Monthly	Annual Total
Phase 1	490	5,880
Growing Season		
Dormant Season		
Phase 2	125	1,500
Growing Season		
Dormant Season		
Amenity Center	150	1,800
Growing Season		
Dormant Season		
Phase 3	160	1,920
Growing Season		
Dormant Season		
Phase 4	370	4,440
Growing Season		
Dormant Season		
Connector Road	75	900
Growing Season		
Dormant Season		

ANNUAL TOTAL: \$16,440.00

The fee amount shall be based on the scope of work.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

FERTILIZATION SERVICES

*****FERTILIZER ONLY*****

BID SUMMARY

Proposer Name: Cepra Landscape, LLC

Basic Services

Total lump sum for all services covered in Request for Proposals:

Proposed Lump Sum:	Monthly	Annual Total
Phase 1	980	11,760
Growing Season		
Dormant Season		
Phase 2	125	1,500
Growing Season		
Dormant Season		
Amenity Center	300	3,600
Growing Season		
Dormant Season		
Phase 3	320	3,840
Growing Season		
Dormant Season		
Phase 4	370	4,440
Growing Season		
Dormant Season		
Connector Road	75	900
Growing Season		
Dormant Season		

ANNUAL TOTAL: \$26,040.00

The fee amount shall be based on the scope of work.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

Cepra Landscape, LLC

Contractor

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CONTRACTOR QUALIFICATION STATEMENT

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AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Telephone 352-484-0285 Fax No. _____

1st Contact Name Danny Cravey Title Branch Manager

6. Is the Proposer incorporated in the State of Florida? yes ☒ no ()

6.1 If yes, provide the following:

- o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes ☒ no ()

If no, please explain _____

- o Date incorporated 2/5/2015 Charter No. L15000022234

6.2 If no, provide the following:

- o The State with whom the Proposer company is incorporated? _____

- o Is the company in good standing with the State? yes () no ()

In no, please explain _____

- o Date incorporated _____ Charter No. _____

- o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes ☒ no ()

7.1 If yes, provide the following:

- o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) Irrigation Specialty Contractor

- o License No. SCC131152042 Expiration Date 8/31/2024

- o Qualifying individual Brandon Ray Title VP

- o List company(s) currently qualified under this license Cepira Landscape, LLC

7.2 Is the Proposer company a registered or licensed Contractor with Alachua County? yes ()
no ☒

7.3 Has the Proposer Company performed work for a community development district previously? yes ☒ no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2020) 29M, (2021) 37M, (2022) 52M.

9. What are the Proposer's current insurance limits?

General Liability	<u>\$ 1,000,000/2,000,000 (6,000,000 umbrella)</u>
Automobile Liability	<u>\$ 1,000,000</u>
Workers Compensation	<u>\$ 1,000,000</u>
Expiration Date	<u>12/1/23</u>

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ☒

If yes, please describe each violation, fine, and resolution _____

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No ☒ If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Brandon Ray	VP	All Landscape	18	9	co-founder
Danny Cravey	Branch Mgr	All Landscape	21	5	Branch Mgr
Randy Davenport	Account Mgr	All Landscape	16	1	Site Mgr

13. Has the Proposer ever failed to complete any work awarded to it? Yes _____ No X _____
If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract?
Yes _____ No X _____ If so, state name of individual, other organization and reason therefore. _____


15. List any and all litigation to which the Proposer has been a party in the last five (5) years.
Non-compete agreement with another company within our industry - settlement reached 2023

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? no _____
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? no _____
If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof. _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Parker Road Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Parker Road Community Development District should qualify the Proposer for proposing on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

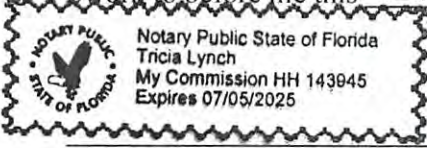

Cepra Landscape, LLC
Name of Proposer

By: 
Brandon Ray, Vice-President
[Type Name and Title of Person Signing]

This 12th day of June, 2023.

(Corporate Seal)

Sworn to before me this 12th day of June, 2023.

 (Seal)	<u></u> Notary Public/Expiration Date
---	--

CORPORATE OFFICERS

Company Name Cepira Landscape, LLC

Date 6/12/2023

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Robert Maier	President	Operations	Oakland, FL
Brandon Ray	Vice-President	Operations	Ocala, FL
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name Cepira Landscape, LLC Date 6/12/2023

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Robert Maier	President	Operations	9	25
Brandon Ray	Vice-President	Operations	9	18
Steve Krunmaker	CFO	Financials	6	30+
Bonnie Gecosky	Admin Team	Supports Admin team	10	20
Danny Cravey	Branch Manager	Oversees entire Ocala Branch	5	20
Randy Davenport	Account Manager	Onsite Supervisor	16	30
Nikki Robertson	Office Manager	Office Manager for Ocala Team	4	16
Dan Nemes	Irrigation Manager	Oversees Ocala Irrigation Team	3	12
Brian Kozak	Enhancement Manager	Oversees Ocala Enhancement Team	12	19
Miguel Garces	Safety Director	OSHA, Safety Program	6	24
Jim Abbott	Director of Employee Development	Training and Development of Field and Management Employees	4	32

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name Cepra Landscape, LLC Date 6/12/2023

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER
204	Vehicles	75%	204	
131	Trailers	75%	131	
239	Commercial Mowers	80%	239	
160	Misc Equipment	75%	160	
780	2-cycle handheld equipment	80%	780	
4	Wheeled Loader	60%	4	
4	Full Size Skid Steers	60%	4	
6	Mini Skid Steers	70%	6	
3	Mini Excavators	60%	3	
1	Trenchers	60%	1	

***Cepra Landcape is currently maintaining Parker Road CDD with existing equipment and would not need to purchase additional.

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name Cepra Landscape, LLC Date 6/12/2023

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

***SEE ATTACHED LIST				Proposer's Uncompleted Amount as of this Date		Completion Date		
Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				



Current Contracts on Hand

The below list represents a large portion of CEPRA Landscape's current contractual work. We are a landscape maintenance company. All of the below portfolios represent a makeup of commercial landscape maintenance services contracts that are typically evergreen in nature and roll over year to year. The below numbers do not represent any of our ancillary services that are billed per occurrence such as irrigation repairs, tree pruning, enhancement services, etc.

Property	Location	Description	Approximate Annual Contract Value	Prime/Sub Contractor
Misc Ocala/Marion County	Ocala, FL	Landscape and Irrigation Maintenance	4,550,000	Prime
Misc Citrus County	Hernando, FL	Landscape and Irrigation Maintenance	1,000,000	Prime
The Villages CDD's	The Villages, FL	Landscape and Irrigation Maintenance	11,000,000	Prime
Misc Villages	The Villages, FL	Landscape and Irrigation Maintenance	1,500,000	Prime
LakeWood Ranch CDD's	Lakewood Ranch, FL	Landscape and Irrigation Maintenance	2,000,000	Prime
Misc Tampa	Tampa, FL	Landscape and Irrigation Maintenance	6,000,000	Prime
Misc Sarasota	Sarasota, FL	Landscape and Irrigation Maintenance	8,000,000	Prime
Misc Orlando	Orlando, FL	Landscape and Irrigation Maintenance	13,000,000	Prime

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name Cepra Landscape, LLC Date 6/12/2023

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³
***NO PROJECTS THAT EXCEEDED 3% of TOTAL REVENUES						

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR CORPORATION

State of Florida
County of Alachua

SS:

Brandon Ray (name),
Vice President (title)
of the Cepira Landscape, LLC

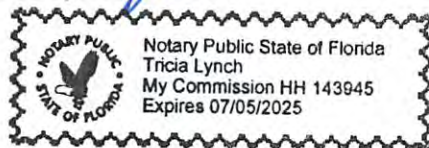
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

[Signature]
(Officer must also sign here)
CORPORATE SEAL

Sworn to before me this 10th day of June, 2023.

[Signature]
Notary Public/Expiration Date:

(SEAL)



SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Parker Road Community Development District.
2. This sworn statement is submitted by Cepra Landscape, LLC
[Print Name of Entity Submitting Sworn Statement]
whose business address is PO Box 865, Oakland, FL 34760

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-3033703

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: _____.)

3. My name is Brandon Ray and my relationship to the
entity named above is Vice-President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Date: 6/12/23

STATE OF Florida
COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

Brandon Ray who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)

space provided above on this 12th day of June, 2023.

Tricia Lynch
NOTARY PUBLIC

My commission expires:



FORM OF AGREEMENT

AGREEMENT BETWEEN PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT AND Cepra Landscape, LLC FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2023, by and between:

Parker Road Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Alachua County, Florida, whose address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (“District”), and

Cepra Landscape, LLC, a LLC, whose address is PO Box 865, Oakland, FL 34760 (“Contractor” and, together with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including on-site and off-site roadways, water, wastewater and reclaimed water facilities, stormwater management facilities, roadway lighting, landscaping, on-site amenities and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

1. CONTRACTOR OBLIGATIONS.

- a. Scope of Services.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT C (“Work”)**. The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District’s best estimate of the District’s landscape and irrigation needs, but that other areas may also include landscaping and irrigation that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of

landscaping and irrigation area to the Work, with no adjustment to price. The pricing shall be as reflected in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping and/or irrigation or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping and/or irrigation installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping and/or irrigation installed by the third party or to the areas where services were performed by the third party.

- b. ***Acceptance of Site.*** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or irrigation was not in good condition or that the site was unsuitable for such landscaping and/or irrigation.
- c. ***Manner of Contractor’s Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. ***Discipline, Employment, Uniforms.*** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire,

no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

- e. ***Scheduling.*** In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined herein).
- f. ***Protection of Property.*** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.
- g. ***Reporting Services.*** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Vivian Carvalho to act as the District Representative. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. Using the Forms attached hereto as **Exhibit E**, or any other form the District may provide, the Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District’s Board of Supervisors upon request.
- h. ***Deficiencies.*** If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the

District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

- i. ***Compliance with Laws.*** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- j. ***Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- k. ***Environmental Activities.*** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- l. ***Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.

- m. *Subcontractors.*** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- n. *Independent Contractor Status.*** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

2. COMPENSATION; TERM.

- a. *Term.*** Work under this Agreement shall begin on the date first written above and end on September 30, 2024 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to three times and for one year periods.
- b. *Compensation.*** As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT B**. All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement.
- c. *Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. ***Payments by District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. ***Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. TERMINATION. The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice of termination to the District. The Contractor can terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms

of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

On a default by Contractor, the District may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

4. INSURANCE.

- a. *Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- b. *Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than

\$1,000,000 per occurrence, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- c. ***Additional Insureds.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.
- d. ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- e. ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor

fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

5. INDEMNIFICATION.

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in Section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, and that said statutory provision does not govern, restrict or control this Agreement.

6. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping and irrigation services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping and irrigation services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

7. MISCELLANEOUS PROVISIONS.

- a. ***Default & Protection Against Third Party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- b. ***Custom & Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

- c. **Successors.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- d. **Assignment.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. **Headings for Convenience.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- f. **Agreement.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document shall control.
- g. **Attorney's Fees.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, mediation, or appellate proceedings.
- h. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- i. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- j. **Notices.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Parker Road Community Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Cepira Landscape, LLC
PO Box 831353
Ocala, FL 34483
Attn: Brandon Ray

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- k. *Third Party Beneficiaries.*** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- l. *Controlling Law & Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Alachua County, Florida.
- m. *Public Records.*** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Vivian Carvalho** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of

the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

- o. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- p. Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.
- q. E-Verify Requirements.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

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

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has

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

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

- r. ***Compliance with Section 20.055, Florida Statutes.*** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
- s. ***Scrutinized Companies Statement.*** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**PARKER ROAD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Secretary

☐ Assistant Secretary

By: _____

☐ Chairperson

☐ Vice Chairperson

Date: _____, 2023

ATTEST:

NAME OF CONTRACTOR

By: _____

Its: _____

By: _____

Its: _____

Date: _____, 2023

Exhibit A: Scope of Services
Exhibit B: Fee Schedule
Exhibit C: Maintenance Map
Exhibit D: Additional Services Order
Exhibit E: Reporting Forms

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

DETAILED SPECIFICATIONS Landscape and Irrigation Maintenance Scope of Services

May 22, 2023

General Requirements:

Contractor to provide labor, equipment, and materials to maintain the landscape and irrigation, landscape, irrigation, pest control, or fertilization services for Parker Road CDD. Contractor service vehicles must be indicated by company logo, licensed and tagged. Service staff shall have appropriate uniform on at all times while on property.

Reporting:

The Contractor will notify the Owner whenever the crew has performed a service. This notification will be accomplished by the completion of a Customer Visitation Record. The assigned foreman shall check in and out with the on-site manager at the beginning and end of each visit.

Schedule of Service:

The Contractor will be on site as necessary to complete the scope of work. Contractor will endeavor to schedule all work to be completed by Friday of each week. Contractor shall be on site as required year round. A knowledgeable supervisor is required to be present during every maintenance visit. Contractor will submit a detailed monthly report informing the District Representative on information pertaining to landscape and irrigation services performed and upcoming services.

Mowing:

The Contractor shall mow within the Contract Areas 1 thru 5 as described below: (shown on the Maintenance Map):

- Section #1: Non-Irrigated Bahia
1 X per week once every seven (7) calendar days during the growing season and once a month during the dormant season. The growing season shall be defined to include the months of April 1 through October 31. The dormant season shall include the months of November 1 through March 31. Slopes that cannot be mowed by rotary mower shall be string trimmed or trimmed by other means every two weeks during the growing season and once a month during the dormant season. Each mowing shall be completed for the entire contract area within four (4) days after commencement of that mowing.
- Section # 2 Irrigated Entry Features, Neighborhood Parks, and Common Areas
1 X per week during the growing season and twice a month during the dormant season. The growing season shall include the months of April 1 through October 31. The dormant season shall include the months of November 1 through March 31. Each mowing shall be completed within four days after commencement of that mowing.
- Section # 3 Non-Irrigated Bahia Common areas
1 X every fourteen (14) calendar days during the growing season and once a month during the dormant season. The growing season shall be defined to include the months of April 1 through October 31. The dormant season shall include the months of November 1 through March 31.
- Section #4 Ponds Non-Irrigated Bahia
1 x every fourteen (14) calendar days during the growing season and once a month during the dormant season. . The growing season shall be defined to include the months of April 1 through October 31. The dormant season shall include the months of November 1 through March 31.

Pond banks shall be mowed from water's edge to property line or back of bank on common areas for all unimproved turf (Bahia).

- Section #5 Amenity Facility Irrigated St. Augustine and Bahia
1 X per week during the growing season and twice a month during the dormant season. The growing season shall include the months of April 1 through October 31. The dormant season shall include the months of November 1 through March 31. Each mowing shall be completed within four days after commencement of that mowing.

Edging/Weed Eating:

Concrete edging including backs of curbs, access road pavement, and sidewalks will be performed on a regular basis consistent with the mowing schedule for turf areas.

Cleaning Litter:

The Contractor will, prior to mowing, pick up all bottles, cans, fallen limbs and palm fronds and other debris and trash on the property including bogus signs displayed in right-of-ways and common areas.

Mulch/Pine Straw Installation:

Contractor will mulch twice per year (after leaf drop in fall and in spring). Mulch shall be installed at a depth of three (3) inches. Mulch shall be evenly distributed and not piled around trunks.

Untreated gold hardwood mulch shall be used at the amenity facilities and all entry feature locations. Tree and shrub beds along Longleaf Pine Parkway shall be Pine Straw.

Mulch Removal

Contractor shall remove mulch in all beds and trees as directed in selected areas as a onetime cost in Unit Pricing. Grading and deep edging is required on all hard and soft edges of areas that mulch shall be removed. This is to be completed prior to any new mulch installation. All mulch that is not gold will be removed and replaced during this time.

Pesticide / Weed control:

The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, chinch bugs, and other grass and plant pests as well as plant fungus, for all irrigated turf.

All non-irrigated Bahia in Section # 3 to be monitored and treated for Mole Cricket activity as needed.

Pre-emergent and Post-emergent. A minimum of two (2) pre-emergent applications in fall and spring shall be performed on all irrigated turf areas. Post emergent controls shall also be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall follow the current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control." Contractors to submit an outline of the agronomic program for Zoysia. This shall be included in the proposal package.

Fertilization:

Sections #1, 3 Non-Irrigated Bahia sod

A fertilization program of properly timed applications of quality slow release fertilizers (based on requirements established by the University of Florida IFAS) shall be established. Program shall provide a lawn, which is evenly green and thick, and one which does not promote surge growth or burning. The Contractor shall replace all dead grass within two weeks of identifying the disturbed area.

Section #4

No fertilization requirements for pond banks.

Section #2, 5 Irrigated St. Augustine Sod / Zoysia

A fertilization program of properly timed applications of quality slow release fertilizers (based on requirements established by the University of Florida IFAS) shall be established. Program shall provide a lawn, which is evenly green and thick, and one which does not promote surge growth or burning. A minimum of 1 lbs. of Nitrogen per 1,000 S.F. shall be applied per application. All lawn areas shall be fertilized five (5) times per year. All trees and shrubs shall be fertilized two (2) times per year. Contractors to submit an outline of the agronomic program for both St. Augustine and Zoysia. This shall be included in the proposal package.

Any damage to irrigated St. Augustine turf by contractor during fertilization shall be replaced at the contractors cost within two (2) weeks of damage occurrence.

Irrigation:

Automatic sprinklers have been installed to provide coverage to plant beds and grassed areas. Contractor shall determine the time and length for each of the different zones and adjust time clocks as required. Contractor shall visually inspect system once a month during the dormant season and growing season for 19 inspections annually to ensure optimal performance and prevent heads from throwing water directly into travel lanes and sidewalks. Contractor shall provide Owner with a contact person and telephone number and be available for on-call emergency service. Contractor shall submit invoices for all materials and labor based upon unit prices provided in the bid documents. Repairs shall be completed within five (5) business days of first notice regarding damages.

Stopping water loss and health hazards associated with main line breaks, valve damages, back flow malfunctions, lateral breaks, damaged heads, etc., are emergency services and shall be completed immediately upon notice of damage. Final repairs shall be completed within 48 hours. Contractor should notify owner of system deficiency and submit monthly report to owner.

Weeding of Beds:

Beds will be cleaned of noticeable weeds bi-monthly to control weed populations and maintain healthy plants and a neat appearance. Post and pre-emergent herbicide may be applied. Weeds in medians shall be hand pulled or sprayed with herbicide.

Blowing:

Sidewalks, curbs and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.

Shrubs:

Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundations shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.

Pruning of plants which overhang curbs shall be addressed regularly. Pruning of bushes includes maintaining the current shape and specifically does not include changing the shape of the plant as in a cut back. Mass planted shrubs shall not be pruned individually. Tops of shrub masses shall be pruned to a consistent height but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a natural appearance.

Trees:

All trees and palms including oaks, tree ligustrums, patio trees, and pines shall be pruned as needed to maintain their health and enhance their natural appearance and prevent obstruction with travel lanes when necessary as follows:

1. Areas overhanging sidewalks shall be clear of vegetation or obstruction to a height of 12 feet.
2. Areas overhanging roadways shall be clear of vegetation or obstruction to a height of 14.5 feet.
3. Areas within a median shall be clear of vegetation or obstruction to a height of 8 feet.

Pruning shall include removal of dead wood and up limbing of multi-stem trees wherever irrigation is blocked. Pruning methods shall be consistent with accepted horticultural practices. Staking shall be repaired as necessary and guy wires tightened when required. Maintenance contractor shall remove stakes and guy wires when roots are well established.

Sucker growth will be pruned as needed. Cutting the central leader and/or topping trees shall not be done. Palm trees shall be trimmed two times (2) a year.

Annuals:

Annual flowers shall be replaced in all annual beds shown on plans. Four (4) rotations of healthy 4" minimum size different annuals required. Contractor shall submit rotation schedule and types to owner's representative for approval.

General Notes:

1. Traffic control through all work zones under this contract shall comply with the most current State of Florida Department of Transportation "Roadway and Traffic Design Standards" available at:
Florida Department of Transportation
Maps and Publication Sales
Mail Station 12
605 Suwannee Street
Tallahassee, Florida 32399-0450
Phone: (850) 414-4100

**PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

****ALL SERVICES****

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

1. Mowing (edging, weed eating, weeding of beds, blowing and/or vacuuming and weeding of lawns)	\$ <u>204,666.00</u>
2. Pruning (shrubs and trees and annual flower rotation)	\$ <u>87,714.00</u>
3. Cleaning Litter/Bogus Signs	\$ <u>included in above pricing</u>
4. Mulch Installation	\$ <u>per occurrence at \$65.00/CY</u>
5. Pesticide Application	\$ <u>16,440.00</u>
6. Fertilization	\$ <u>26,040.00</u>
7. Irrigation	\$ <u>35,400.00</u>
8. Annuals (450 x 4 at Amenity Center; and 650 x 4 at Entrance) (included 400 units at Parker Road Entrance in addition)	\$ <u>13,500.00</u>
TOTAL PRICE PROPOSAL (Items 1 – 8)	\$ <u>383,760.00</u>

Proposal Summary by Month
(Reflects effect of seasonal variations in monthly costs)

January	\$ 26,470
February	\$ 26,470
March	\$ 34,735
April	\$ 34,735
May	\$ 34,735
June	\$ 34,735
July	\$ 34,735
August	\$ 34,735
September	\$ 34,735
October	\$ 34,735
November	\$ 26,470
December	\$ 26,470

**PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE MAP**

[Attach]



Phase 5b

This area is not currently maintained, will be added once ready



Although officially started in early 2015, the seeds of CEPRA began to take root many years ago. After more than 28 years of combined experience managing, maintaining, and developing landscapes in both corporate and residential capacities, CEPRA founders saw an opportune moment to start their own landscape company—**one that would be built on the grounds that nothing is more important than exceeding the customer's expectations.**

Our Belief System

- We believe that every customer is a long-term relationship opportunity and a true partner to our success.
- We believe that our employees are our biggest asset and that they should share our dedication to landscaping and our passion for customer service.
- We believe that every landscape should be beautiful and functional with minimal impact to the natural environment.
- We believe that our reputation is everything.
- We believe in always learning and in challenging the status quo-for continual advancement and growth.

Who We Work With

Commercial Office & Retail Buildings
Multi-Family Residential
Community Development Districts
HOA's, COA, and POA's
Residential Estates
Mandatory Maintenance Residential Communities
Resorts and Hotels



C Customers
E Employees
P Product
R Reputation
A Advancement

- FNGLA Certified Landscape Contractor #CC5 0234
- State Certified Pest Control Operator #JF152443
- State Certified Irrigation Contractor #SCC131152042
- Florida Green Industries Best Management Practices Certified
- OSHA 30 Certified Construction Industry
- MOT Certified
- Maxicom Certified
- Fully Licensed and Insured



"CEPRA Landscaping has been a true partner with us at Cobblestone and I believe that they would be an excellent choice for any community organization or HOA looking for a company to address their landscaping and lawn maintenance needs. Their expertise, professionalism, and unparalleled customer service is second to none and I therefore fully endorse them."

Tony Rodriguez, Board President Cobblestone HOA



"There has not been a day yet that I looked back and regretted hiring your company as our landscaper. Your motto is certainly true...you may not be the biggest landscape company, but I will vouch for you that you are definitely the most dedicated."

Suzanne Dycus, CPM, John Hancock Real Estate



"If you're thinking about choosing Cepra Landscape for your needs and you're not sure, may I suggest that you drive through our community. While to some it might not seem that your choice in landscaping vendors matter, let me tell you – it does. The association could not be happier with the decision we made to make Cepra our vendor of choice. If you want a trusted partner, you want Cepra Landscape."

Deanna Miller, LCAM, Fore Ranch Community Association

Commitment to Safety

TO YOU & OUR EMPLOYEES



POLICIES

We take safety and professionalism seriously. Our most important resources are our employees, and we pledge to always utilize proper safety practices when servicing your communities. Policies and procedures we commit to include:

- Daily Safety Brief to discuss work site, challenges, etc.
- Weekly Safety Meetings
- OSHA 30 Certified
- Drug Free Policy
- MOT (intermediate) Certified

UNIFORM

Our uniforms are part of our commitment to professionalism. Each team member is fitted with the following:

- Proper PPE
- Easily recognizable uniforms with Cepira Name and Logo
- Safety Toe Work Boots

FLEET

Each truck, van, and covered trailer of our fleet is readily identifiable as a part of Cepira Landscape. Our commitment to the safety of our fleet is as follows:

- Uniform Fleet with Cepira Name and Logo
- Traffic Control Devices including Cones, Signs, and Lights when applicable
- FDOT Compliant (2016 FDOT Design Standards used when applicable)



Services

Landscape Management – Cepra Landscape is built on its backbone of commercial grounds maintenance services. Most people don't realize that in order to achieve the best product possible you must be able to control all the variables of a landscape. Cepra completes all its services in-house to guarantee you get the best landscape management with no finger pointing. By controlling all aspects of your landscape we can guarantee you the best product while utilizing the full potential of your property.

Irrigation Management – Cepra Landscape evaluates the full picture when it comes to water management in your landscape. We don't just fix sprinklers, we manage your system as a whole. We believe irrigation management is a critical component to a successful landscape management program which is why we include it in all of our landscape management programs. By incorporating the irrigation system with consideration for design, maintenance, and technology, we can improve a landscape and its long term sustainability as well as reduce costs for our customers.

Landscape Enhancement – Cepra Landscape provides all the services and resources needed to update, renovate, or simply build and create your dream landscape. From in-house design services to installation of flowers, shrubs, and trees we do it all. We pride ourselves in designing sustainable landscapes that provide long term solutions to your property's needs. We build your landscape to fill your needs for many years to come. We know that the right plant in the right place can make all the difference in the presentation of your landscape.

Horticulture Services – Cepra Landscape includes horticulture service with all its landscape management customers to ensure they achieve the best results possible. Cepra works side by side with industry professionals to ensure that the horticulture program is designed to match your properties needs as well as complying with the local laws and regulations. Cepra uses a strong foundation of IPM to ensure that the best products are used with minimal cost to the environment. We feel so strongly in our program that we guarantee our results.

Tree Care Services – Cepra Landscape works side by side with its team of arborists to evaluate the trees on your property and provide the best recommendations to sustain the beauty and prolong the life of your trees. Proper tree care and maintenance can help you avoid the difficult and expensive hassle of tree replacement. Cepra tree care services can range from pruning, fertilization, site inventory, long term planning, and removals. Trees are the foundation of the landscape and Cepra is here to care for them.

Misc. Services – At Cepra Landscape we consider ourselves a full service landscape provider. In addition to our landscape management services, we provide all the services needed to assist our customers in beautifying their site. These additional services range from Landscape Lighting, Pressure Washing, Hardscapes, Holiday Decorations, Handy Man Services, and many other outdoor services.

- 20 years of experience in the Green Industry
- Provides excellent customer service by communicating and executing plans and following up with clients
- Background in Turfgrass Science and Golf Course Management brings a unique skillset that helps to solve issues and develop a proactive approach to landscape management



Key Strengths

Customer Service
 Account Management
 Communication
 Troubleshooting
 Environmental Stewardship
 Leadership

Education and Training

Abraham Baldwin Agricultural College. B.S., Plant Science
 Florida Green Industries-Best Management Practices Certified
 Commercial Landscape Maintenance Pesticide and Fertilization License
 Advanced Rainbird Technician Certified





Randy Davenport

Account Manager

- 35+ years in Landscape Industry
- Provides excellent customer service by communicating and executing plans and following up with clients
- Strives to be proactive to issues and not reactive.
- Strong Work Ethic, Leads by Example
- Communicates managers to ensure nothing is overlooked
- Knowledgeable in all facets of the Landscape



Key Strengths

Customer Service
Team Leadership
Training
Problem Solving
Organizational Skills

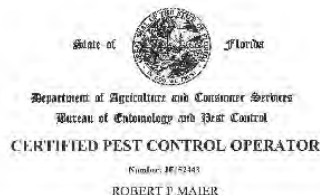
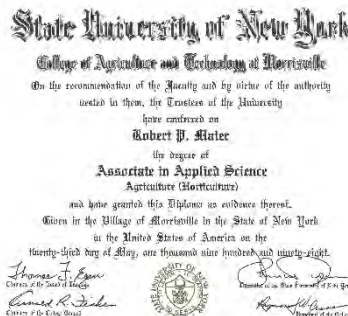
Education and Training

UF Dept of Agriculture
Certificated Landscape
Management

Green Industry BMP

Maintenance of Traffic
(intermediate) Certified

- Over 17 years of experience in the landscape industry throughout Central Florida
- Hands on approach with both customers and employees to achieve superior results
- Thrives on exceeding customer's expectations every time
- Previously one of the top performing Branch Managers



Key Strengths

Customer Service
Customer Retention
Account Management
Project Planning and Mgt.
Territory Development
Quality Control
Team Leadership/Development
Team Building
Operational Efficiency
Problem Solving
Workplace Safety

Education and Training

State University of New York,
A.S. Degree Horticulture

FNGLA Certified Landscape
Contractor #CC5 0234

State Certified Pest Control
Operator #JF152443

Florida Green Industries Best
Management Practices

- Over 14 years of experience in the landscape industry throughout Central Florida
- Proactive problem solver that handles issues systematically
- Exceeds customer's expectations by "doing" and not "telling"



Key Strengths

Customer Service
Account Management
Project Planning and Mgt.
Quality Control
Team Leadership
Team Building
Operational Efficiency
Safety Education

Education and Training

University of Florida
Bachelor of Science, Landscape
and Nursery Horticulture
Minors in: Landscape
Architecture and Agribusiness
Management

Florida Green Industries Best
Management Practices
Certified

Florida State Licensed Irrigation
Contractor # SCC131152042

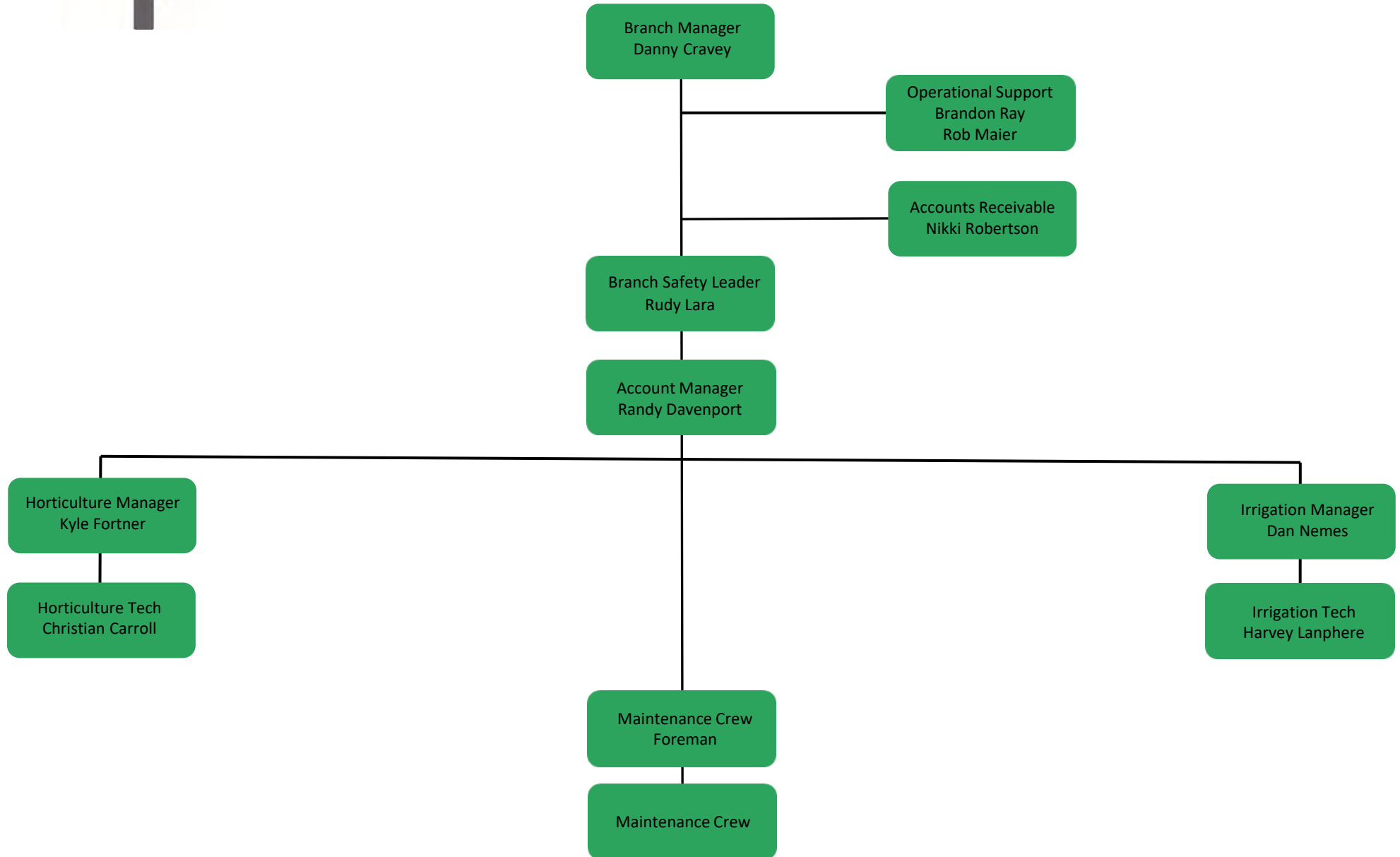
OSHA 30 Certified
Construction Industry

Maintenance of Traffic
(intermediate) Certified



Staffing Chart (Parker Rd CDD)

RFP - Landscape & Irrigation Maintenance Parker Road Community Development District





Key Staff Member Experience

- **Robert Maier**, *President*
22 years Landscape and Irrigation Maintenance experience
A.S. Degree-Horticulture
FNGLA Certified Landscape Contractor, #CC5-0234
State Certified Pest Control Operator, #JF152443
Florida Green Industries-BMP Certified
- **Brandon Ray**, *Vice President*
18.5 years Landscape and Irrigation Maintenance experience
B.S. Degree-Landscape and Nursery Horticulture
OSHA 30 Certified-Construction Safety and Health, #36-601289637
Florida State Certified Irrigation Contractor # SCC131152042 Florida
Green Industries-BMP Certified
Sprayer Card ID Holder
- **Danny Cravey**, *Branch Manager* – Ocala, Gainesville, Citrus County 20
years Green Industry experience
Abraham Baldwin Agricultural College-Plant Science
Florida Green Green Industries-BMP
LTD Commercial Fertilizer Applicator
State Certified Pest Control Operator
- **Randy Davenport**, *Account Manager*
30 years in Landscaping industry
Florida Green Industries-BMP Certified
Spray Card ID Holder
LTD Commercial Fertilizer Applicator

- **Kyle Fortner**, *Horticulture Manager*
8 Years Landscape Maintenance Experience
Florida Green Industries-BMP Certified
State Certified Pest Control Operator
- **Dan Nemes**, *Irrigation Manager*
12 years Irrigation Maintenance and Installation experience
Florida Green Industries-BMP Certified
- **Brian Kozak**, *Enhancement and Installation Manager*
19.5 years Landscape Experience
Florida Green Industries-BMP Certified and MOT Certified
Spray Card ID Holder
- **Rudy Lara**, *Branch Safety Leader*
10 years Landscape Maintenance experience
Florida Green Industries BMP Certified
MOT certified
First Aid/CPR Certified
OSHA 30 Certified
- **Nikki Robertson**, *Office Manager*
16 Years Experience
- **Miguel Garces**, *Regional Safety Officer*
23.5 years Landscape and Irrigation Experience
State Certified Pest Control Operator #JF104641
Osha 30 Certified
Florida Green Industries-BMP Certified Trainer
Qualified Preparer of Stormwater Pollution Prevention Plans
First Aid/CPR Certified
MOT Certified
- **Lester Smith**, *Horticulture Technical Services Manager*
31.5 years Landscape Horticulture experience
Florida Green Industries-BMP Certified
MOT Certified
State Certified Pest Control Operator

- **Kathy Dubel**, *Regional Agronomics Manager*
34.5 Years Landscape, Technical Services Experience & Annual Color Specialist
State Certified Pest Control Operator #JF8006
Florida Green Industries-BMP Certified Trainer
- **Johnny De La Hoz**, *Regional Recruiter*
21 Years Recruiting Experience
MOT Certified
Spray ID Card Holder
Florida Green Industries-BMP Certified
First Aid Certified
- **Isabel Molina**, *Branch Recruiter*
4 Years Landscape Experience
- **Mac Briley**, *Cepra Production Systems*
35 Years Landscape Experience
MOT Certified
Spray Card ID Holder
- **Jim Abbott**, *Senior Trainer*
32 years Landscape Maintenance experience
Florida Green Industries-BMP Certified
Spray Card ID Holder
MOT Certified



Parker Road CDD Action Plan

CEPRA Landscape takes a unique approach to managing a community's landscape and irrigation. Our approach begins with the Account Manager who we view as the Quarterback of the team. Our Account Manager's are the single point of contact for the community, and they have control over our entire team that Parker Road CDD. The Account Manager uses our resources to ensure we are constantly following the job scope, providing the best proactive customer service possible, and making certain that we are always exceeding expectations. Several of our managers, crew members and technicians have been on site with Parker Road CDD since we began the work in 2018 and have intricate knowledge of the site and requirements.

THE TEAM - The account manager has a variety of inhouse resources at their fingertips. This is how we make certain we are providing the best level of service possible throughout all service lines.

LANDSCAPE MAINTENANCE CREW

Parker Road CDD will have a designated crew leader and crew members that stays consistent throughout the year. These team members are specifically trained on the job scope and standards and will provide the basic maintenance services throughout the year.

IRRIGATION TECH

Monthly irrigation checks are performed by an irrigation tech that is trained in operating the controllers, adjusting, and making any necessary repairs. Harvey, our irrigation technician, has been performing inspections and repairs at Parker Road since 2018.

HORTICULTURE SERVICES

Fertilization and Pest Control applications are performed by a specialized horticulture tech that is licensed and trained for these services. Our Horticulture Services Manager, Lester Smith, and Agronomics Manager, Kathy Dubel, help support the onsite team with training, material procurement and quality control.

ENHANCEMENT TEAM

Any enhancements or flower installations would be performed by the enhancement team which utilizes specialized equipment and training to provide the best product possible. Brian Kozak, our enhancement team leader, has been with CEPRA since 2016 and supervises any extra work within the community.

PROPERTY MAPS

Our maintenance teams utilize property maps we have customized that give them the property locations, requirements, and help to synchronize the workflow in a manner that makes the most sense allowing for efficiency and quality throughout the year. The property maps contain path of motion for the crews, focal area locations, detail sections, etc.

SERVICE SCHEDULE

A general service schedule will be made that outlines the entire year and all of the tasks that need to be completed to ensure we are following the job scope and have the ideal timing for all the items that need to happen throughout the year.



Proposed Service Schedule

RFP - Landscape & Irrigation Maintenance for Parker Road Community Development District

Weekly Task and Associated Man Hours (Growing Season)							
MONDAY		TUESDAY		WEDNESDAY		THURSDAY	
Mow/Detail Crew	60	Mow/Detail Crew	50	Mow/Detail Crew	40	Mow/Detail Crew	60
Horticulture Tech	10	Horticulture Tech	0	Horticulture Tech	0	Horticulture Tech	0
Irrigation Tech	0	Irrigation Tech	0	Irrigation Tech	10	Irrigation Tech	0
Account Manager	3	Account Manager	4	Account Manager	2	Account Manager	4
TOTAL	73	TOTAL	54	TOTAL	52	TOTAL	64

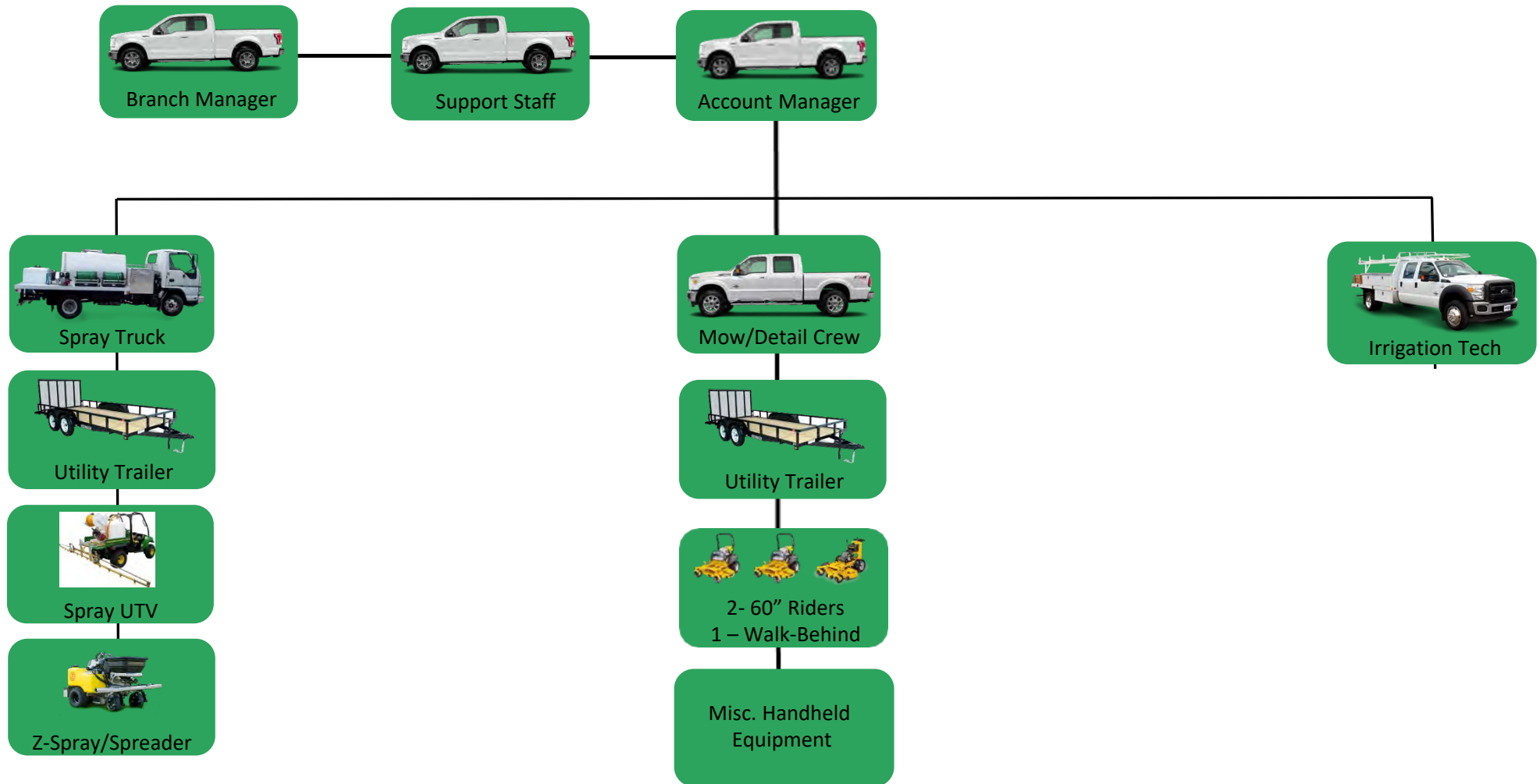
GENERAL NOTES:

1. Schedule is Set up on 40 hour/4 day work week. This allows Friday as a flexible day when necessary to adjust for weather/holidays.
2. Account Managers work 5-day work weeks. This allows someone to be on the job all week no matter what. They are available for irrigation calls or emergencies.
3. Employees on maintenance crews are cross-trained in mowing, detail work and flowers. Horticultural Techs, and Irrigation Techs are specialized positions and do not perform other maintenance tasks.
4. During the growing season, approximately 6 full time crew members will be devoted to Parker Road CDD. In addition to the maintenance crews, the irrigation techs and horticulture techs will be on site at least once per week as well.
5. This job will be managed by (1) Account Manager.



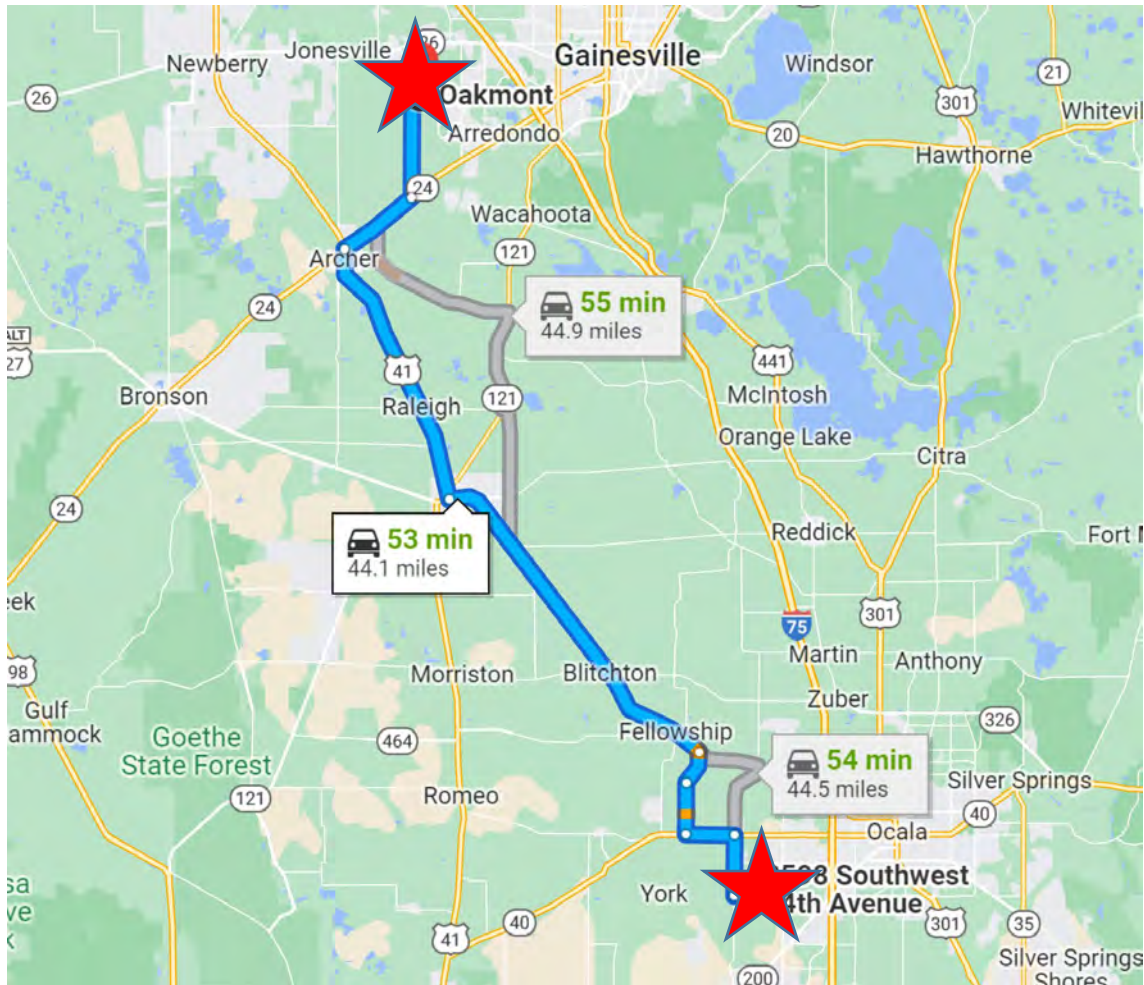
Equipment Resources for the Job

Parker Road Community Development District





CEPRA Ocala Facility Location



CEPRA's Ocala Facility is ~45 Miles From Parker Road CDD. We choose to operate our Gainesville Crews and staff from the Ocala location due to the ease of finding talented labor and support staff in the Ocala area.

Resources at our Facility

- Full Service Landscape Maintenance Crews
- Landscape Enhancement Crews and Enhancement Manager
- Spray Technicians and Horticulture Manager
- Irrigation Technicians and Irrigation Manager
- Recruiting Specialist
- Branch Safety Leader
- Office Administration

Hillside Villas Landscape and Irrigation Maintenance

Hillside and Lakeview Villas are maintenance free communities within the CEPRA Landscape portfolio of work. These properties presents several challenges such as managing the irrigation amounts specific to the permit numbers, sharing mainline/pumps with other neighborhood, and drainage issues. CEPRA has implemented a 3-year plan to conserve water working with the board to alleviate some of the consumption issues. A 3-year sod restoration/replacement program has also been successfully utilized to bring the St. Augustine turf throughout the community back to a healthy stand of turf by replacement and a customized agronomic program.

Scope of Work

- Landscape Maintenance
- Turf and Shrub Services
- Irrigation System Management
- Irrigation Inspections/Repairs
- Monthly Reporting to remain in compliance with SWFWMD.
- Management of Homeowner Requests/Work orders



Quick Facts – CEPRA at Hillside Villas

- 3 Irrigation systems – one drawing from a pond with centrifugal pump, the other an 8" Mainline from a 100HP Pump with VFD
- ~320 full-service houses
- Monthly inspections and repairs to include pump assessments, meter readings, and water management for SWFWMD to follow permit allocations.



Hillside/Lakeview– Customer Reference

Erica Barker, Community Manager
(352) 746-6770 ext. 112
e.barker@villagesservices.net

Mallory Park Homeowners Association Landscape and Irrigation

Maintenance

Mallory Park is a 435 Single-Family home Community in beautiful Lakewood Ranch. Cepra Landscape maintains both the common grounds and homes. Our team began servicing this Community while it was still in the early phases of its construction. We have partnered with the on-site construction team to ensure a smooth transition from the installer and to maintain consistent quality throughout the Community. Maintaining a pristine Clubhouse, Models homes, and common grounds is our top priority to sustain sales growth within this Community. Cepra has now become a trusted partner with the developer for this site, and will continue to be the trusted partner for many of their new communities in the future.

Current Lakewood Ranch Work

- Central Park
- Stone Ridge HOA
- Mallory Park



Quick Facts-CEPRA in Mallory Park

- Full-service maintenance on approximately 40 acres of St. Augustine turf, 5 acres of Zoysia turf, 10 acres of Bahia Turf, and 10 acres of shrub beds.
- Monthly inspections and repairs on ~900 Irrigation Zones



Mallory Park – Customer Reference

Rose Wallace: Community Manager
941.306.7481
rose.wallace@pulte.com

The Villages, FL Landscape and Irrigation Maintenance

The Villages is a unique customer within CEPRA's portfolio. The Villages community demands that the landscape areas remain in excellent condition year-round. Annual Flowers are a special focus and main priority for The Villages. Most focal areas include large annual flower displays that are rotated quarterly to constantly provide a fresh look. CEPRA follows a strict regimen in all areas to provide proper landscape and horticultural practices to produce a great product each day.

Current Villages Work

- Morse Blvd, Phases IV- VIII
- District 10 Project Wide Areas
- District 11 Project Wide Areas
- District 12 Project Wide Areas
- Village of Spanish Springs



Quick Facts – CEPRA in the Villages

- Full-service maintenance on approximately 60 acres of Zoysia turf, 25 acres of St. Augustine turf, 150 acres of Bahia turf, and 55 acres of shrub beds.
- Install and Maintain over 75,000 Annual flowers per quarter.
- Monthly inspections and repairs on ~2,000 Irrigation Zones
- Maintains over 4,000 trees and 2,500 palms.



The Villages – Customer Reference

James Morris, Landscape Supervisor

(352) 753.4022

James.Morris@districtgov.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES**CERTIFICATE NUMBER: 0****REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	6110411	12/01/2022	12/01/2023	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY	N	N	6110411	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	6110412	12/01/2022	12/01/2023	EACH OCCURRENCE	\$6,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$6,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	N	1845850	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.**CERTIFICATE HOLDER****CANCELLATION**

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	00	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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State of



Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF253909

LESTER STEPHEN SMITH

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental, General Household Pest and Rodent Control

*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*



Adam H. Putnam
Commissioner of Agriculture

*In Testimony Whereof, Witness this
signature at Tallahassee, Florida on October 17, 2017*

Chief, Bureau of Licensing and Enforcement



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAY, BRANDON JEREMY

CEPRA LANDSCAPE LLC
3598 SW 74TH AVE UNIT 102-105
OCALA FL 34474

LICENSE NUMBER: SCC131152042

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Discussion & Consideration of Amendments
to Leland Management, Inc. Agreement

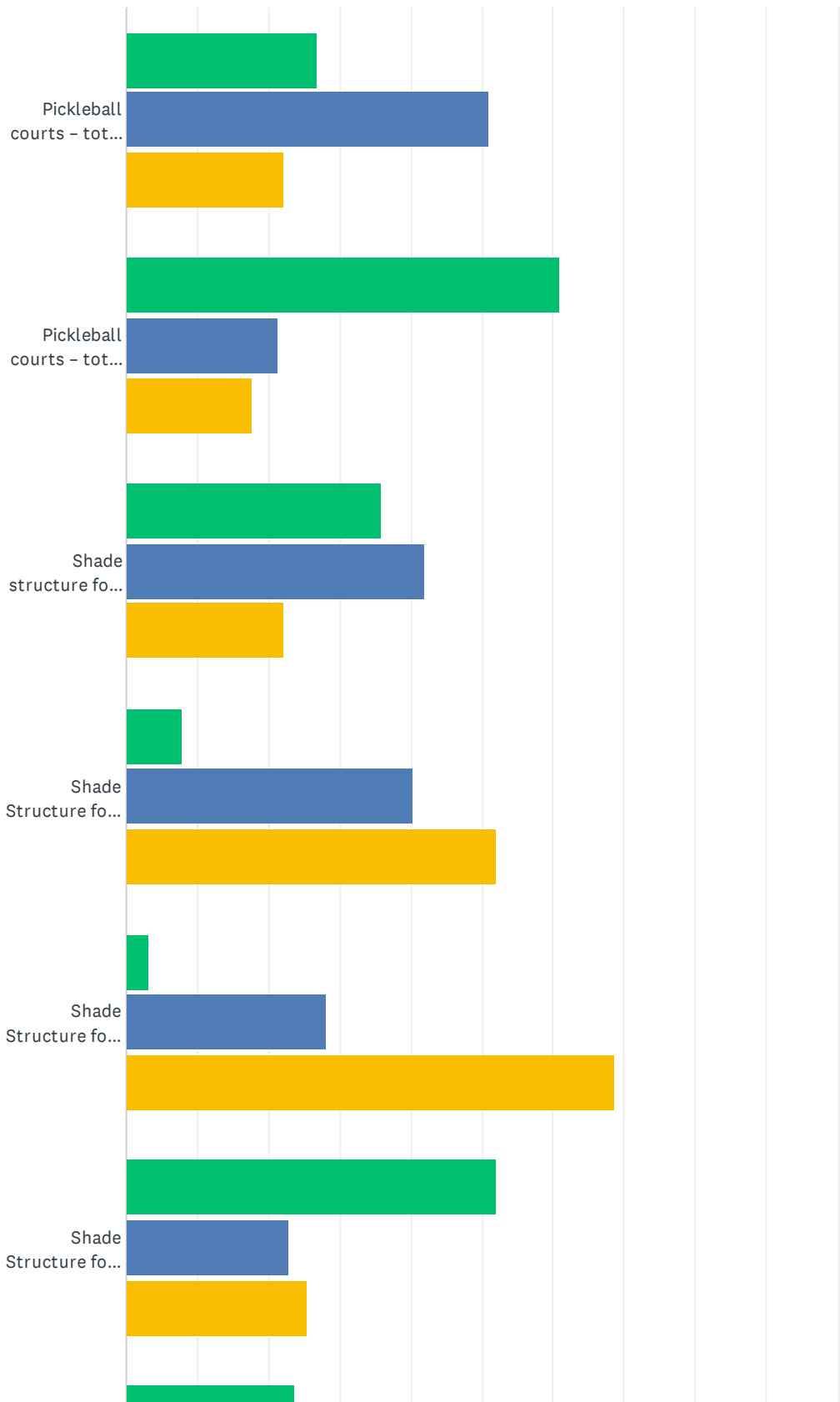
PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

Discussion & Review of the Oakmont Survey Results

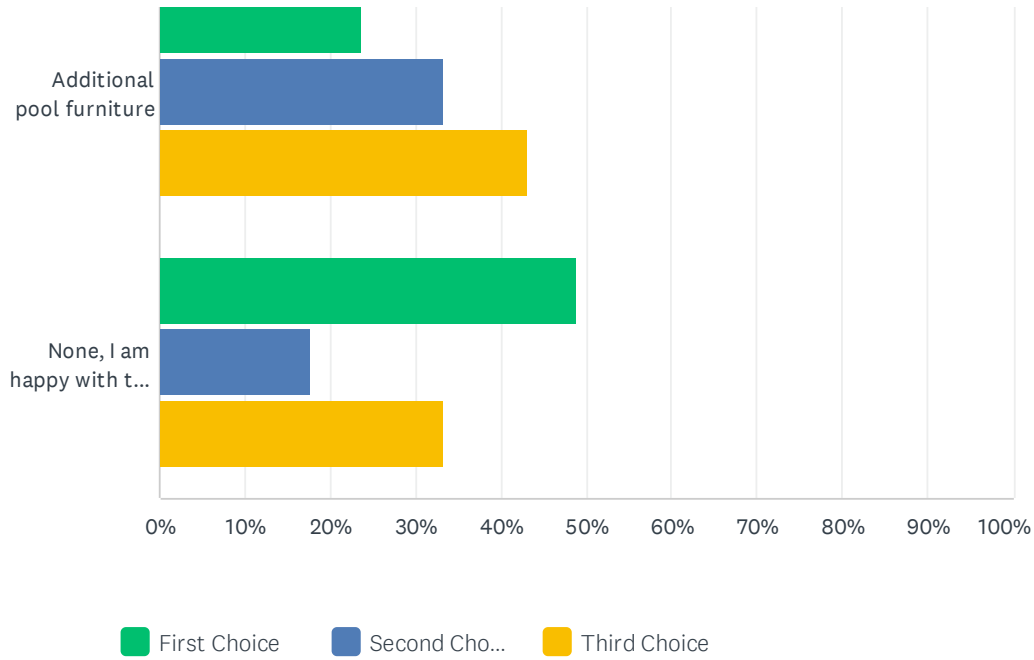
- Project Funding- Review FY 2023 Funds & FY 2024 Proposed Funds
- Project Start Date

Q1 Select the amenities/projects that appeal most to you

Answered: 291 Skipped: 0



Oakmont community survey



	FIRST CHOICE	SECOND CHOICE	THIRD CHOICE	TOTAL	WEIGHTED AVERAGE
Pickleball courts – total of four	26.85% 29	50.93% 55	22.22% 24	108	1.95
Pickleball courts – total of four with lights for nighttime play	61.03% 83	21.32% 29	17.65% 24	136	1.57
Shade structure for playground structure	35.88% 47	41.98% 55	22.14% 29	131	1.86
Shade Structure for Swings	7.79% 6	40.26% 31	51.95% 40	77	2.44
Shade Structure for Interactive Area	3.13% 1	28.13% 9	68.75% 22	32	2.66
Shade Structure for all areas listed above	51.95% 80	22.73% 35	25.32% 39	154	1.73
Additional pool furniture	23.66% 22	33.33% 31	43.01% 40	93	2.19
None, I am happy with the current amenities	48.89% 22	17.78% 8	33.33% 15	45	1.84

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Discussion & Consideration of
Alarm Permit Renewal and
False Alarm Invoice



False Alarm Reduction Unit

P.O. Box 5489
GAINESVILLE, FL 32627-5489
Office: (352)264-6650
Fax: (352)264-6691
faru@faru.us



PERMIT RENEWAL INVOICE

Location: 11701 SW 30TH AV
GAINESVILLE, FL 32608

Site Permit Number:	
Account Number:	0000176723
Invoice Date:	
Invoice Number:	0001236475

Account: OAKMONT ESTATES CLUBHOUSE (BURG)
ATTN: PARKER RD COMMUNITY DEVEL. DISTRICT
3501 QUADRANGLE BLVD, STE 270
ORLANDO, FL 32817-

Home Phone: (407)723-5900
Office Phone: (352)727-7939

Mobile Phone: (352)281-5690
Fax:

Description	Expiration Date	Cost
-------------	-----------------	------

Update three contacts who can respond in an emergency:

Contact name: CARRIE GAILFOIL

Home Phone: (352)281-5690 **Mobile Phone:**

Office Phone:

Contact name: KAYTLAN FORRET

Home Phone: (352)572-9948 **Mobile Phone:**

Office Phone:

Your Contracting and Monitoring Company:

Contracting Company:

Monitoring Company:

Directions to the residence: Please give directions from major roadway and include details about residence (color, trim, etc.) on back of invoice.

Gate code to your property:

Hazardous material, Dogs, please list:

THIS ENTIRE FORM MUST BE RETURNED

Permit Holder: OAKMONT ESTATES CLUBHOUSE (BURG)

Account Number: 0000176723

Permit Applicant: CARRIE GAILFOIL

Site Permit Number: Unpermitted

Alarm Location: 11701 SW 30TH AV GAINESVILLE, FL 32608

Applicant Signature:

Today's Date:

If you have any questions regarding this invoice call (352) 264-6650 between 8:30 AM to 5:00 PM Monday-Friday or visit www.alachuasheriff.org.

Please make checks payable to: False Alarm Reduction Unit (FARU)

Invoice Date: 5/7/2023

Mail to: False Alarm Reduction Unit
P.O. Box 5489
GAINESVILLE, FL 32627-5489

Invoice Number: 0001236475

Previous Balance: \$620.50

Invoice Amount: \$25.00

Pay online: www.GovPayNow.com
Payment Location Code (PLC) #: 9246

Amount Due
Please Pay This Amount: **\$645.50**



State Agencies - Our My Florida Marketplace Vendor name is "ASO False Alarm Reduction Unit".

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Hello Ms. Gailfoil,

Thanks so much for returning the call I made to PFM yesterday. It was a pleasure speaking with you. I've been reviewing this account and associated documentation most of the day.

This documentation that you've send over shows that the alarm system was installed on 1/18/23, and that the paperwork to validate the annual permit was signed that same day. The trouble is – my office never got it. If Habitech said that they'd be the ones sending it over, it fell through the cracks on their end.

The first call on the account is from 3/13/2023 – The zone triggered was the gym entry door, so it lines up with the situation you described. The deputy that you spoke with did indicate that one of the clubhouse doors was unlocked, and that a vehicle was leaving the location as ASO pulled up. While the resident was inside the gym outside of specified hours, its not considered criminal activity – and therefore is a false alarm. That deputy may have told you that it wouldn't count, but that is not accurate. The ordinance that governs false alarms states that any activation that is caused by something other than a true emergency (fires, burglaries, etc.) is to be considered a false cause. So while the location was being used outside of the specified time frame, it's not a crime – unless your office is prepared to charge residents for trespassing (and I don't think that's something you're interested in doing). Also, I had our audio department send me the recording from the first false alarm, and I confirmed that it was the 9-1-1 operator who transposed your phone number in that first call. You should be aware though that when Habitech called you on 3/13/23, they logged you as not knowing the verbal passcode at all, and they also logged Kaytlan as giving the wrong passcode.

The second call was on 5/7/2023. The call initiated at 10:24pm. The same zone was triggered, and the monitoring center says they attempted to contact 352-281-5690. Because you didn't have your phone near you at the time of the verification call, they were forced to initiate dispatch with my 9-1-1 center. No notes of cancellation appear in the call, so units responded to the incident. I show that they arrived on scene at 11:04pm. Technically the ordinance states that there is not a time limit on the response and that you should not expect expedited treatment, but we try not to penalize accounts if the response takes longer than 30 minutes. My team member that linked that incident missed the extended response time, so I'm going to have her reverse that call off of your account.

Had the permit been sent in back in Jan, the 3/13/2023 alarm call would have been classified as False Alarm #1 under a valid permit. The penalty for that is \$0.00. The second activation would have been False Alarm #2, and that carries a fine for \$80.50.

Here is my recommendation:

It sounds like Habitech dropped the ball – As much of a pain as it is to deal with, you will need to

contact their customer service number. You have to call them anyway to confirm the passcodes. Keep in mind that pin codes entered on phones or keypads are often different from verbal passcodes – when alarm users confuse the two, it leads to false alarms. When you're on the phone with them, lodge a complaint that the paperwork you gave them on 1/18/2023 STILL hasn't been sent to us, and as a result, you've been penalized \$335.25 (\$310.25 for the fine, \$25.00 for the annual fee.) They may ask you to pay that amount, and with proof of payment, they may reimburse you. If they give you a hard time, we will work something else out – but going that route is going to probably be the best way for Parker Road Community Development District to avoid being on the hook for the fine.

I've thrown a lot of info at you today, so if you need clarification on anything, please reach out. I'll update your accounts so we can have all of the appropriate information on file. I also plan to add Ms. Champagne's email to the account in the event that future invoices come up – I recommend that you have her send payment for the \$25.00 permit fee (ATTACHED) to validate the permit, instead of waiting on Habitech to do it.

Thank you,

Thomas J. Clifford
False Alarm Reduction Unit Supervisor
Office: 352-264-6653
Email: telifford@faru.us
Website: www.faru.us
Fax: 352-264-6691

From: Carrie Gailfoil <CGailfoil@lelandmanagement.com>
Sent: Wednesday, May 17, 2023 9:43 AM
To: FARU <faru@faru.us>
Subject: Parker Road CDD - Alarm Permit

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Thomas,

Thank you for the conversation this morning. The Alarm Permit that was signed on 1/18/2023.

Thank you,



Carrie Gailfoil, Community Association Manager
Gainesville
11701 SW 30th Ave, Gainesville, FL 32608
Phone: (352) 727-7939
Email: CGailfoil@lelandmanagement.com
Website: www.LelandManagement.com

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

Discussion on Projected Expense Relating to Pressure-washing Curbs and Sidewalks

- Ongoing Responsibility and Frequency

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Utility Cart/
Cart Garage Project

- POA Conditional Approval

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

Review & Consideration of Amendments to the District Amenities Policies

- **Consideration of Resolution 2023-04,
Setting the Public Hearing Date for
Amendments to the District Amenities
Policies**

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on _____, 2023, at _____ .m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2022.

ATTEST:

**PARKER ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

Vivian Carvalho
District Manager
3501 Quadrangle Blvd, Ste. 270
Orlando, FL 32817
(407) 723-5900

Leland Management
Amenity Center Manager
Parker Road CDD Clubhouse
11701 SW 30th Avenue
Gainesville, FL 32608

PART 1: Parker Road Community Development District
Amenities Policies
(adopted May 20, 2016)

In accordance with Chapter 190 of the Florida Statutes, and on May 20, 2016 at a duly noticed public meeting, the Board of Supervisors of the Parker Road Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

"Access Card" – shall mean any identification card issued to Patrons.

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited ~~to, the to,~~ the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, basketball court, volleyball court, playground, and event lawns, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Policies" or "Policies" – shall mean all Amenities Policies of the District, as amended from time to time.

"Amenity Manager" – shall mean the management company, including Community Manager, Lifestyles Director and its employees, staff and agents, contracted by the District to manage the Amenities.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Parker Road Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Guest Access Card” – A type of Access Card purchased at the request of a Patron and for use by a Guest on a temporary basis. Request to remove this section, to my knowledge, Guest access cards are not issued

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“Lessee” – shall mean any tenant residing in a Resident’s home pursuant to a valid lease agreement.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Lessee.

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“Resident” – shall mean any person or Family owning property within the District.

“Weekly Guest” – shall mean a Guest who is visiting a Patron for a limited amount of time and who purchases a weekly Guest Access Card. Request to remove this section.

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AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Lessee's Privileges. Residents who lease residential unit(s) in the District shall have the right to designate the Lessee of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Lessee who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Lessee is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Lessees which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron who is at least ~~fourteen~~ **sixteen** years of age may bring a maximum of eight Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place ~~aaa~~ five Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to eight Guests each for a total of thirty-two Guests, but instead can only bring a total of eight Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time. Request clarification on guest limits. ~~enter~~ Consider lower guest limits on specific areas?

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Weekly Guests who have purchased a Guest Access Card are not required to be accompanied by a Patron; however, they are not entitled to bring additional Guests. The Patron by which the Guest Access Card was purchased is responsible for any harm caused by the Patron's Weekly Guest while using the Amenities. Request to delete this option.

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Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing

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a Registration Form, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A. All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities.** **As set forth more fully later herein, the District ~~shall—assume~~shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

MEMBER ACCESS

Access to Amenities. Patrons shall access the Clubhouse by means of a thumbprint reader. Therefore, all family members aged fourteen (14) and older wishing to access the Clubhouse shall be required to coordinate recording of their thumbprint with the Amenity Manager. ~~Request to delete – no longer have thumbprint reader.~~

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Use of Access Cards. If issued by the District as a means of entry to the Amenities, Patrons and Guests can use their Access Cards to gain access to the Amenities. ~~Alternatively, Patrons may use the thumbprint identification system if such system is required by the District. Delete – no thumbprint reader.~~ Upon arrival at the clubhouse or other amenity facility, Patrons and Guests will scan their Access Cards ~~or thumbprints - delete in on~~ the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Guest provide an Access Card to another person to allow him or her to use the Amenities.

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Issuance of Access Cards. If issued by the District, each Patron may receive one Access Card per individual, over the age of ~~fourteen~~fourteen, residing in the home upon registration with the District.

Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the ~~Lifestyle Coordinator~~Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by ~~picking up~~ viewing the monthly ~~emailed newsletters~~ program calendars, reviewing the community bulletin board, or by contacting the ~~Lifestyle Coordinator~~Amenity Manager at the clubhouse:

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Amenity Manager & Lifestyle Coordinator

Leland Management

11701 SW 30th Avenue

Gainesville, Florida 32608

352-727-7939 ~~352-335-7848~~

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Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Lifestyle Coordinator ~~Amenity Manager~~ or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Lifestyle Coordinator ~~Amenity Manager~~.

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Athletic Teams. The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's rules and policies apply to all such teams, and all such members of any outside teams shall be considered Guests within the meaning of these policies. Please contact the Lifestyle Coordinator ~~Amenity Manager~~ for further information.

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Cancellation by the District. The Lifestyle Coordinator ~~Amenity Manager~~ will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account.

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Refunds. Program refunds and credit may be granted on a ~~case-by-case~~ case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager ~~at~~ at 352-727-7939, and to the office of the District Manager at (407) 723-5900.

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Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. **Registration.** All Patrons may be required to sign-in upon entering the clubhouse.
2. **Guests.** Guests must be accompanied by a Patron while using the Amenities.
3. **Minors.** Except as otherwise stated herein, children under fourteen ~~(14)~~ 16 years of age must be accompanied by an adult aged eighteen (18) or older.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the ~~locker room and~~ bathroom areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only.
6. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Lifestyle Coordinator or Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
7. **No Smoking.** Smoking (including e-cigarettes) is not permitted in any building, or any District owned outdoor Amenity to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. No employee or contractor of the District shall smoke in any building, or any District owned outdoor Amenity. Any violation of this policy shall be reported to the Amenity Manager.
8. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.

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9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, ~~profane~~profane, or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Grills.** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
25. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse and pool deck. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse and pool deck.

26. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following policies apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** Patrons and Guests ages ~~14~~ 16 and older may use the fitness center.
3. **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. **Courtesy.** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.
10. **Hours of Operation.** The Fitness Center is open for residents use via access card from 4:00AM to 11:00PM (7) days of week.

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RESORT POOL

The following policies apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.

3. **Supervision of Children.** Children under 16 years of age must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
4. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, ~~skate-boards~~skateboards or other similar items are permitted on the pool deck.
5. **Food and Drink; Alcohol & Smoking.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool. Additionally, all General Provisions previously set forth herein apply, including but not limited to the prohibitions on alcohol and smoking set forth as paragraphs 6 and 7 of the General Provisions.
6. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
7. **Diving.** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.
8. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, ~~snorkels~~snorkels, and water wings. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
10. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
11. **Railings.** No swinging on ladders, fences, or railings is allowed.
12. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
13. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
14. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
15. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
16. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
17. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, ~~sores~~sores, or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
18. **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children who are not reliably toilet trained must wear swim

diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for ~~twenty-four~~twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.

19. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
20. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging. Hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
21. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
22. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
23. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
24. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
25. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

TENNIS COURTS

The following policies apply to the tennis courts:

1. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, tennis court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts, or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
3. **Use.** Tennis courts are for tennis only.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
5. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.

7. **Operating Hours.** The tennis courts are open from 7 a.m. to 10 p.m. or as otherwise posted. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or ~~skate boards~~skateboards, hover boards or similar items are permitted on the tennis courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. **Equipment.** Patrons are responsible for bringing their own equipment.
11. **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.

BASKETBALL COURT

The following policies apply to the basketball court:

1. **First Come Basis.** The court is available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, basketball court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, basketball shoes, shorts or warm up suits. These items must be worn at all times.
3. **Use.** The basketball court is for basketball only.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the basketball court at any time.
5. **Food and Drinks.** Food and gum are not permitted on the court. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.
7. **Operating Hours.** The basketball court is open from dawn to dusk. No one is permitted on the basketball court at any other time unless a specific event is scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or ~~skate boards~~skateboards, hover boards or similar items are permitted on the basketball court.
9. **Furniture.** No furniture, will be allowed on the playing surfaces.
10. **Equipment.** Patrons are responsible for bringing their own equipment.

MULTI-PURPOSE FIELD

Our community offers a multi-purpose field. The following policies apply:

1. **First Come Basis.** The field is available for use by Patrons and Guests only on a first come first serve basis.
2. **Vehicles.** No bicycles, scooters, ~~skate boards~~skateboards, hover boards or other equipment or vehicles with wheels are permitted.

3. **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the field.
5. **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons are responsible for bringing their own equipment.
7. **Golfing.** Golfing is not permitted on the field.
8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following policies apply to the event lawn, patio, and other outdoor areas:

1. **First Come Basis.** The picnic areas, and patio, are available for use by Patrons and Guests only on a first come first serve basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. **Vehicles.** No bicycles, scooters, ~~skate boards~~ skateboards, hover boards or other equipment or vehicles with wheels are permitted.
3. **Skateboards, Etc.** Bikes, rollerblades, skateboards, scooters, hover boards and equipment with wheels are prohibited.
4. **Glass Containers.** No glass containers or breakable objects of any kind are permitted.
5. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
6. **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
7. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
8. **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
9. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.

2. Fishing is prohibited in all ponds on District ~~property--property.~~
3. Swimming is prohibited in all ponds on District property.
4. No watercrafts of any kind are allowed in any of the ponds on District property.

PLAYGROUND

The following guidelines apply to the Playground area:

1. Patrons and Guests may use the playground at their own risk.
2. Adult supervision (eighteen years and older) is required for children under the age of eight. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
3. Proper footwear is required and no loose clothing especially with strings should be worn.
4. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. Please contact the ~~Lifestyle Coordinator~~ Amenity Manager in order to determine availability of the Amenities for any particular reservation.
2. **Amenities Available for Rental:** The following Amenities are available for rental: ~~Entertainment Room, Clubhouse, Movement Studio,~~ Event Lawn, Swing Arbor Lawn and Multi-Purpose Field. A deposit of \$200 is required for any of the above mentioned Amenities.
3. **Payment & Registration.** At the time the reservation is made, a check or money order (no cash) for the deposit made out to District must be delivered to the ~~Lifestyle Coordinator~~ Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
4. **Rates and Deposits.** The deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, ~~location~~ location, and date.

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To receive the full refund of the deposit within 10 days after the party, the renter must:

- i. Remove all garbage, place in dumpster and replace garbage liners;
- ii. Take down all decorations or event displays; and
- iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
6. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, and no ~~after~~ ~~hours~~ ~~after-hours~~ events shall extend past 10 p.m.
7. **Available Hours.** The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after ~~hours~~ and until 10:00pm. All parties and events, including clean-up, at the clubhouse must conclude by 10:00 PM.
8. **Capacity.** The clubhouse capacity limit shall not be exceeded at any time for a party or event.
9. **Noise.** The volume of live or recorded music must not violate applicable Alachua County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
10. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees,

representatives, agents, and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, ~~willful~~willful, or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

ATTACHMENT A: Consent and Waiver Agreement

ATTACHMENT A
Consent and Waiver Agreement

CONSENT AND WAIVER AGREEMENT
- Parker Road Community Development District -

Thank you for using the Parker Road Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things a clubhouse, fitness center, swimming pool, tennis courts, basketball court, playground, event lawn and multi-purpose field and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person, including Participant, shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

Rules and Policies

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Manatee County, Florida.

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

Participant Name: _____

Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

| Email Address: _____

PART 2: Parker Road Community Development District

Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2014)
Effective Date: October 13, 2014

In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 13, 2014 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Parker Road Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Operating Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules and Policies, [operating hours](#));
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Amenities for a period not to exceed seven days.

5. **Authority of District Manager.** The District Manager may at any time restrict, ~~suspend~~suspend, or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, ~~suspensions~~suspension, or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **Severability.** If any section, paragraph, ~~clause~~clause, or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Update on Reserve Study Progress

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations
199 - 206

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 199
3/30/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	Perfect Pools Oakmont Clubhouse Pool Reconstruction	1540	\$ 26,862.92
2	PFM Group Consulting Postage: February 2023	OE-EXP-03-2023-22	\$ 8.71
3	US Bank Trustee Fees S2020: 03/01/23-02/29/24	6866863	\$ 4,040.63
TOTAL			\$ 30,912.26

Secretary/Assistant Secretary



Chairman

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 200
4/6/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	ADT Commercial Security Services: 03/23/23-04/22/23	Acct: 81591018	\$ 143.00
2	Arrow Exterminators Rodent Control Service	50824567	\$ 123.00
3	Cepra Landscape Landscape/Irrigation Maintenance-Phase 1: April 2023 Landscape/Irrigation Maintenance-Amenity: April 2023 Landscape/Irrigation Maintenance-Phase 2: April 2023 Landscape/Irrigation Maintenance-Phase 3: April 2023 Tree Treatment Program Irrigation Inspection Repairs: March 2023	OC2048 OC2049 OC2050 OC2051 OC2056 OC2067	\$ 11,120.83 \$ 3,980.83 \$ 2,560.00 \$ 2,967.50 \$ 6,250.00 \$ 706.00
4	Clay Electric Cooperative (paid online) 11731 SW 24TH AVE; 02/19/23-03/21/23 2789 SW 117TH ST; 02/19/23-03/21/23 2788 SW 117TH ST; 02/19/23-03/21/23 3319 SW 115TH TER; 02/19/23-03/21/23 11701 SW 30TH AVE; 02/19/23-03/21/23 3727 SW 122ND ST; 02/19/23-03/21/23 3727 SW 122ND ST; 02/19/23-03/21/23 3727 SW 122ND ST; 02/19/23-03/21/23 12057 SW 28TH AVE; 02/19/23-03/21/23 3793 SW 109TH WAY; 02/19/23-03/21/23 10692 SW 34TH RD; 02/19/23-03/21/23 3187 SW 117th TER; 02/19/23-03/21/23 3392 SW 115th TER; 02/19/23-03/21/23 3830 SW 120TH DR; 02/19/23-03/21/23	Acct: 8903896 Acct: 8910543 Acct: 8911145 Acct: 8930796 Acct: 8965734 Acct: 9104888 Acct: 9104890 Acct: 9104891 Acct: 9105050 Acct: 9116208 Acct: 9116234 Acct: 9118493 Acct: 9118495 Acct: 9126296	\$ 62.00 \$ 161.00 \$ 35.00 CREDIT \$ 1,855.00 \$ 107.00 \$ 103.00 \$ 96.00 \$ 35.00 \$ 35.00 \$ 35.00 \$ 76.00 \$ 54.00 \$ 34.00
5	Fitness on Demand (paid online) Platinum Subscription: April 2023	31228	\$ 229.00
6	GFL Environmental (paid online) 11701 SW 30TH AVE; April 2023	A60001721720	\$ 205.76
7	Grau & Associates Audit FY 2022	23912	\$ 5,000.00
8	GRU (paid online) 11669 SW 24TH AVE; 02/11/23-03/13/23 11725 SW 24TH AVE; 02/11/23-03/13/23 11701 SW 30TH AVE; 02/11/23-03/13/23 11701 SW 30TH AVE; 12/14/22-03/13/23 11701 SW 30TH AVE; 02/11/23-03/13/23 11701 SW 30TH AVE; 02/11/23-03/13/23 11701 SW 30TH AVE; 02/11/23-03/13/23 11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5029-1134 Acct. 2000-5029-1235 Acct. 2000-5612-2349 Acct. 2000-5614-9833 Acct. 2000-5614-9934 Acct. 2000-5615-0035 Acct. 2000-5615-0136 Acct. 2000-5615-0237	\$ 45.96 \$ 182.36 \$ 50.92 CREDIT \$ 19.92 \$ 62.08 \$ 22.40 \$ 27.36

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 200
4/6/2023

Item No.	Payee	Invoice #	General Fund FY 2023
8	GRU (paid online), cont.		
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-0439	\$ 19.92
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-0540	\$ 14.96
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-0641	\$ 13.72
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-0742	\$ 16.20
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-0944	\$ 16.20
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-1045	\$ 41.00
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-1146	\$ 55.88
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-1348	\$ 10.00
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-1550	\$ 48.44
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-1651	\$ 380.76
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-1853	\$ 69.52
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-1954	\$ 16.20
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-2156	\$ 10.00
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-2257	\$ 31.08
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-2358	\$ 41.00
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5615-6705	\$ 104.24
	11701 SW 30TH AVE; 02/11/23-03/13/23	Acct. 2000-5794-1606	\$ 240.77
	2761 SW 117TH ST; 02/11/23-03/13/23	Acct. 2000-6780-3169	\$ 10.00
	3793 SW 109 WAY;	Acct. 2000-7089-9691	CREDIT
	11724 SW 34TH RD; 02/11/23-03/13/23	Acct. 2000-7142-5111	CREDIT
	10862 SW 34TH RD; 02/11/23-03/13/23	Acct. 2000-7511-1212	\$ 665.96
	3830 SW 120TH DR; 02/11/23-03/13/23	Acct. 2000-7515-7890	CREDIT
	12117 SW 28TH AVE; 02/11/23-03/13/23	Acct. 2000-7908-2148	\$ 121.00
	2670 SW 120TH DR; 02/11/23-03/13/23	Acct. 2000-7908-2249	\$ 27.90
9	Habitech Systems, Inc.		
	Security Monitoring: May 2023	1379454	\$ 42.95
10	Kutak Rock		
	General Counsel Through 02/28/23	3197337	\$ 2,976.00
11	Lloyd's Exercise Equipment, LLC		
	Scheduled Equipment Maintenance - 1st Visit 2023	2023-2S604	\$ 275.00
12	Solitude Lake Management		
	Lake & Pond Management: April 2023	PSI-67391	\$ 940.00
TOTAL			\$ 42,573.62

Secretary/Assistant Secretary



Chairman

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 201
4/14/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	CA Florida Holdings (The Gainesville Sun)		
	Legal Advertising on 03/02/23 (Ad: 8510532)	5434209	\$ 105.78
	Legal Advertising on 03/30/23 (Ad: 8570497)	5434209	\$ 169.74
2	Cepira Landscape		
	Fire Ant Treatment	OC2079	\$ 3,680.00
3	Cox Business (paid online)		
	11701 SW 30TH AVE; 04/10/23-05/09/23	Acct: 022609201	\$ 393.81
4	OnSight Industries		
	Signage - Fitness Center Hours	002-23-338897-1	\$ 509.60
5	PFM Group Consulting		
	District Management Fee: April 2023	DM-04-2023-40	\$ 2,083.33
6	Supervisor Fees: Meeting 04/06/2023		
	Tara Ezzell	--	\$ 200.00
	Barbara Staras	--	\$ 200.00
TOTAL			\$ 7,342.26

Secretary/Assistant Secretary



Chairman

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 202
4/20/2023

Item No.	Payee	Invoice #	General Fund FY 2023	
1	84 Lumber Co. Oakmont Amenity Center Shutters	737	\$	494.27
2	Arrow Exterminators Sentricon Termite Coverage	51352149	\$	417.00
3	Leland Management Management Fee: March 2023	31933	\$	1,350.00
	Payroll W/E 03/05/2023	--	\$	3,832.66
	Payroll W/E 03/19/2023	--	\$	3,398.96
4	Lloyd's Exercise Equipment, LLC Fitness Wipes	E604-25	\$	520.00
	Fitness Equipment Repairs	E604-26	\$	813.00
5	Milam Howard Nicandri & Gillam Scherer Construction Legal Services Through March 2023	211320	\$	3,748.00
			TOTAL	\$ 14,573.89

Secretary/Assistant Secretary



Chairman

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 203

4/27/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	Jesus Morales Ortiz Reimbursement: February/March Personal Vehicle Use	--	\$ 200.00
2	Randy Lewis Electric Oakmont Clubhouse Fans/LED Lighting Replacement	4830	\$ 5,685.00
3	SkyFrog Landscape Landscape Maintenance: March 2023	CMB70-13	\$ 10,144.00

TOTAL	\$ 16,029.00
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Secretary/Assistant Secretary



Chairman

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 204
5/5/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	ADT Commercial Security Services: 04/23/23-05/22/23	Acct: 81591018	\$ 143.00
2	Arrow Exterminators Rodent Control Service	51247389	\$ 123.00
3	Cepra Landscape Irrigation Inspection Repairs: April 2023 Mulch Installation - Playground Landscape/Irrigation Maintenance-Phase 1: May 2023 Landscape/Irrigation Maintenance-Amenity: May 2023 Landscape/Irrigation Maintenance-Phase 2: May 2023 Landscape/Irrigation Maintenance-Phase 3: May 2023	OC2103 OC2106 OC2147 OC2148 OC2149 OC2150	\$ 941.50 \$ 4,000.00 \$ 11,120.83 \$ 3,980.83 \$ 2,560.00 \$ 2,967.50
4	Clay Electric Cooperative (paid online) 11731 SW 24TH AVE; 03/21/23-04/20/23 2789 SW 117TH ST; 03/21/23-04/20/23 2788 SW 117TH ST; 03/21/23-04/20/23 3319 SW 115TH TER; 03/21/23-04/20/23 11701 SW 30TH AVE; 03/21/23-04/20/23 3727 SW 122ND ST; 03/21/23-04/20/23 3727 SW 122ND ST; 03/21/23-04/20/23 3727 SW 122ND ST; 03/21/23-04/20/23 12057 SW 28TH AVE; 03/21/23-04/20/23 3793 SW 109TH WAY; 03/21/23-04/20/23 10692 SW 34TH RD; 03/21/23-04/20/23 3187 SW 117th TER; 03/21/23-04/20/23 3392 SW 115th TER; 03/21/23-04/20/23 3830 SW 120TH DR; 03/21/23-04/20/23	Acct: 8903896 Acct: 8910543 Acct: 8911145 Acct: 8930796 Acct: 8965734 Acct: 9104888 Acct: 9104890 Acct: 9104891 Acct: 9105050 Acct: 9116208 Acct: 9116234 Acct: 9118493 Acct: 9118495 Acct: 9126296	\$ 64.00 \$ 139.00 \$ 37.00 CREDIT \$ 1,597.00 \$ 96.00 \$ 92.00 \$ 86.00 \$ 37.00 \$ 37.00 \$ 37.00 \$ 70.00 \$ 53.00 \$ 37.00
5	Fitness on Demand (paid online) Platinum Subscription: May 2023	32523	\$ 229.00
6	GFL Environmental (paid online) 11701 SW 30TH AVE; May 2023	A60001726826	\$ 226.34
7	GRU (paid online) 11669 SW 24TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 12/14/22-03/13/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5029-1134 Acct. 2000-5612-2349 Acct. 2000-5614-9833 Acct. 2000-5614-9934 Acct. 2000-5615-0035 Acct. 2000-5615-0136 Acct. 2000-5615-0237 Acct. 2000-5615-0439 Acct. 2000-5615-0540	\$ 45.96 \$ 52.16 CREDIT \$ 10.00 \$ 50.92 \$ 27.36 \$ 27.36 \$ 19.92 \$ 16.20

PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 204
5/5/2023

Item No.	Payee	Invoice #	General Fund FY 2023
7	GRU (paid online), cont.		
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-0641	\$ 12.48
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-0742	\$ 14.96
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-0944	\$ 14.96
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-1045	\$ 18.68
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-1146	\$ 44.72
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-1550	\$ 19.92
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-1651	\$ 10.00
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-1954	\$ 17.44
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-2257	\$ 34.80
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-2358	\$ 10.00
	11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5615-6705	\$ 10.00
	10862 SW 34TH RD; 03/14/23-04/11/23	Acct. 2000-7511-1212	\$ 271.64
	12117 SW 28TH AVE; 03/14/23-04/11/23	Acct. 2000-7908-2148	\$ 124.10
	2670 SW 120TH DR; 03/14/23-04/11/23	Acct. 2000-7908-2249	\$ 110.15
8	Habitech Systems		
	Security Monitoring: June 2023	1380798	\$ 42.95
9	Kutak Rock		
	General Counsel Through 03/31/23	3210635	\$ 3,155.27
10	Lloyd's Exercise Equipment, LLC		
	Fitness Equipment Repairs	H604-27	\$ 303.50
11	PFM Group Consulting		
	Disclosure Fee S2007A/B, 2020A: 01/01/23-03/31/23	124675	\$ 2,500.00
12	SkyFrog Landscape		
	Entrance Annual Rotation	2040	\$ 2,317.50
13	Solitude Lake Management		
	Lake & Pond Management: May 2023	PSI-72766	\$ 940.00
14	Supervisor Fees: Meeting 05/04/2023		
	Tara Ezzell	--	\$ 200.00
	Barbara Staras	--	\$ 200.00
TOTAL			\$ 39,296.95

Secretary/Assistant Secretary



Chairman

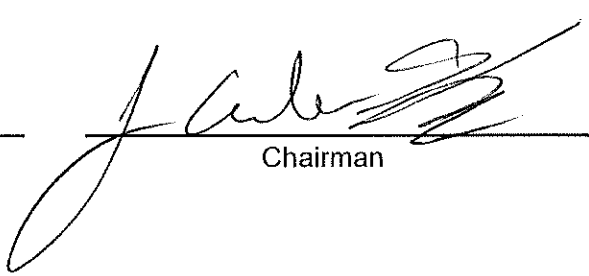
**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 205

5/11/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	Gainesville Pest Control General Pest Control	74197	\$ 125.00
2	GRU (paid online) 11725 SW 24TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23 11701 SW 30TH AVE; 03/14/23-04/11/23	Acct. 2000-5029-1235 Acct. 2000-5615-1348 Acct. 2000-5615-1853 Acct. 2000-5615-2156	\$ 14.96 \$ 10.00 \$ 10.00 \$ 10.00
3	Qualified Plumbing Services Backflow Replacement	13030179	\$ 1,864.00
TOTAL			\$ 2,033.96

Secretary/Assistant Secretary



Chairman

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 206
5/18/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	Alachua County Property Appraiser Parcel List	--	\$ 75.00
2	CA Florida Holdings (The Gainesville Sun) Legal Advertising on 04/27/23 (Ad: 8732418)	5533118	\$ 184.50
3	Cepra Landscape Mulch Installation - Common Areas, Amenity Center, Ponds	OC2190	\$ 33,000.00
4	Cox Business (paid online) 11701 SW 30TH AVE; 05/10/23-06/09/23	Acct: 022609201	\$ 393.81
5	Florida Department of Health Amenity Center Pool Permit	01-BID-6526528	\$ 125.00
6	GRU (paid online) 2761 SW 117TH ST; 04/12/23-05/10/23	Acct. 2000-6780-3169	\$ 10.00
7	Leland Management Management Fee: April 2023 Payroll W/E 04/02/2023 Payroll W/E 04/16/2023 Payroll W/E 04/30/2023 + Additional Lifestyle Services Reimbursement: April 2023	33161 -- -- -- 53802	\$ 1,350.00 \$ 4,118.64 \$ 3,959.75 \$ 16,022.04 \$ 50.00
TOTAL			\$ 59,288.74

Vivian Carvalho

Secretary/Assistant Secretary


Chairman

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Parker Road CDD
Statement of Financial Position
As of 4/30/2023

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$998,541.72				\$998,541.72
Debit - Renasant Bank	905.43				905.43
Assessments Receivable	122,433.03				122,433.03
Prepaid Expenses	1,683.60				1,683.60
Assessments Receivable		\$143,722.28			143,722.28
Due From Other Funds		5,209.48			5,209.48
Revenue 2007A&B		556,618.24			556,618.24
Revenue 2020		467,862.77			467,862.77
Deferred Cost 2007A1 Bond		144.41			144.41
Debt Service Reserve Series 2020		609,695.00			609,695.00
Interest 2007 A Bond		10,154.53			10,154.53
Prepayment 2007A1 Bond		2,898.94			2,898.94
Sinking Fund 2020		0.20			0.20
Acquisition/Construction Series 2007			\$186.72		186.72
Acquisition/Construction Series 2020			24,992.55		24,992.55
Deferred Const Series 2020			311.69		311.69
Total Current Assets	<u>\$1,123,563.78</u>	<u>\$1,796,305.85</u>	<u>\$25,490.96</u>	<u>\$0.00</u>	<u>\$2,945,360.59</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,647,374.09	\$1,647,374.09
Amount To Be Provided				14,397,625.91	14,397,625.91
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,045,000.00</u>	<u>\$16,045,000.00</u>
Total Assets	<u><u>\$1,123,563.78</u></u>	<u><u>\$1,796,305.85</u></u>	<u><u>\$25,490.96</u></u>	<u><u>\$16,045,000.00</u></u>	<u><u>\$18,990,360.59</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$104,854.44				\$104,854.44
Deferred Revenue	122,433.03				122,433.03
Deferred Revenue		\$143,722.28			143,722.28
Total Current Liabilities	<u>\$227,287.47</u>	<u>\$143,722.28</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$371,009.75</u>

Parker Road CDD
Statement of Financial Position
As of 4/30/2023

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<u>Long Term Liabilities</u>					
Revenue Bonds Payable LongTerm				\$16,045,000.00	\$16,045,000.00
Total Long Term Liabilities		\$0.00	\$0.00	\$16,045,000.00	\$16,045,000.00
Total Liabilities	\$227,287.47	\$143,722.28	\$0.00	\$16,045,000.00	\$16,416,009.75
<u>Net Assets</u>					
Net Assets, Unrestricted	\$176,018.53				\$176,018.53
Net Assets - General Government	79,505.20				79,505.20
Current Year Net Assets - General Government	640,752.58				640,752.58
Net Assets, Unrestricted		\$1,053,408.19			1,053,408.19
Current Year Net Assets, Unrestricted		648,082.28			648,082.28
Net Assets - General Government		(48,906.90)			(48,906.90)
Net Assets, Unrestricted			(\$1,190,427.88)		(1,190,427.88)
Net Assets, Unrestricted			1,206,546.96		1,206,546.96
Current Year Net Assets, Unrestricted			11,979.13		11,979.13
Net Assets - General Government			(2,607.25)		(2,607.25)
Total Net Assets	\$896,276.31	\$1,652,583.57	\$25,490.96	\$0.00	\$2,574,350.84
Total Liabilities and Net Assets	\$1,123,563.78	\$1,796,305.85	\$25,490.96	\$16,045,000.00	\$18,990,360.59

Parker Road CDD
Statement of Activities
As of 4/30/2023

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$892,562.34				\$892,562.34
Off-Roll Assessments	346,506.63				346,506.63
Other Income & Other Financing Sources	5,985.00				5,985.00
On-Roll Assessments		\$721,746.97			721,746.97
Off-Roll Assessments		293,500.47			293,500.47
Inter-Fund Group Transfers In		(11,647.44)			(11,647.44)
Inter-Fund Transfers In			\$11,647.44		11,647.44
Total Revenues	<u>\$1,245,053.97</u>	<u>\$1,003,600.00</u>	<u>\$11,647.44</u>	<u>\$0.00</u>	<u>\$2,260,301.41</u>
<u>Expenses</u>					
Supervisor Fees	\$2,400.00				\$2,400.00
Public Officials Insurance	2,891.00				2,891.00
Trustee Services	7,758.01				7,758.01
Management	14,583.31				14,583.31
Field Management	8,100.00				8,100.00
Disclosure Agent	2,500.00				2,500.00
District Counsel	5,393.00				5,393.00
Assessment Administration	12,500.00				12,500.00
Audit	5,000.00				5,000.00
Arbitrage Calculation	600.00				600.00
Legal Advertising	514.14				514.14
Miscellaneous	258.02				258.02
Contingency	49,332.92				49,332.92
Web Site Maintenance	640.00				640.00
Dues, Licenses, and Fees	175.00				175.00
Lifestyle Programming	15,357.56				15,357.56
Lifestyle Coordinator	20,550.45				20,550.45
Electric	5,625.98				5,625.98
Dumpster	1,584.20				1,584.20
Water Reclaimed	7,063.32				7,063.32
Conservation Area Maintenance	10,080.00				10,080.00
Amenity - Telephone	992.72				992.72
Amenity - Cable	1,295.45				1,295.45
Amenity - Insurance	28,352.00				28,352.00
Amenity - Landscape Maintenance	26,873.29				26,873.29
Amenity - Pool Maintenance	15,736.91				15,736.91
Amenity - Access Control	1,373.90				1,373.90

Amenity - Janitorial	2,195.30	2,195.30
Amenity - Maintenance	21,664.58	21,664.58
Amenity - Electric	16,753.00	16,753.00
Amenity - Reclaimed Water	13,264.99	13,264.99

Parker Road CDD
Statement of Activities
As of 4/30/2023

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
General Insurance	3,826.00				3,826.00
General Repair & Maintenance	10,061.54				10,061.54
Maintenance Person	25,341.09				25,341.09
Pressure Washing	46,741.00				46,741.00
Irrigation	26,750.49				26,750.49
Landscaping Maintenance & Material	145,622.31				145,622.31
Landscape Improvements	19,447.50				19,447.50
Tree Trimming	18,295.00				18,295.00
Fitness Facility	5,157.45				5,157.45
Tennis Courts/Basketball Court	625.00				625.00
Amenity Building Pest Control	1,515.00				1,515.00
Principal Payments - 2007B Bond		\$10,000.00			10,000.00
Interest Payments - 2007A Bond		162,680.00			162,680.00
Interest Payments - 2020 Series		198,372.50			198,372.50
Total Expenses	<u>\$604,791.43</u>	<u>\$371,052.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$975,843.93</u>

Other Revenues (Expenses) & Gains (Losses)

Interest Income	\$490.04				\$490.04
Interest Income		\$15,534.78			15,534.78
Interest Income			\$331.69		331.69
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$490.04</u>	<u>\$15,534.78</u>	<u>\$331.69</u>	<u>\$0.00</u>	<u>\$16,356.51</u>

Change In Net Assets	\$640,752.58	\$648,082.28	\$11,979.13	\$0.00	\$1,300,813.99
Net Assets At Beginning Of Year	<u>\$255,523.73</u>	<u>\$1,004,501.29</u>	<u>\$13,511.83</u>	<u>\$0.00</u>	<u>\$1,273,536.85</u>
Net Assets At End Of Year	<u><u>\$896,276.31</u></u>	<u><u>\$1,652,583.57</u></u>	<u><u>\$25,490.96</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,574,350.84</u></u>

Parker Road CDD
Budget to Actual
For the Period End 4/30/2023

		Year To Date		
	Actual	Budget	Variance	FY 2023 Adopted Budget
<u>Revenues</u>				
Maintenance Assesments	\$1,239,068.97	\$794,209.50	\$444,859.47	\$1,361,502.00
Other Income & Other Financing Sources	5,985.00	0.00	5,985.00	0.00
Carry Forward Revenue	0.00	0.00	0.00	0.00
Net Revenues	\$1,245,053.97	\$794,209.50	\$450,844.47	\$1,361,502.00
<u>General & Administrative Expenses</u>				
Trustee Services	\$7,758.01	\$7,000.00	\$758.01	\$12,000.00
Supervisor Fees	2,400.00	1,866.67	533.33	3,200.00
District Management	14,583.31	14,583.33	(0.02)	25,000.00
Engineering	0.00	583.33	(583.33)	1,000.00
Disclosure Agent	2,500.00	5,833.33	(3,333.33)	10,000.00
District Counsel	5,393.00	2,916.67	2,476.33	5,000.00
Assessment Administration	12,500.00	7,291.67	5,208.33	12,500.00
Reamortization	0.00	291.67	(291.67)	500.00
Property Appraiser	0.00	43.75	(43.75)	75.00
Audit	5,000.00	3,558.33	1,441.67	6,100.00
Arbitrage Calculation	600.00	583.33	16.67	1,000.00
Web Site Maintenance	640.00	2,053.33	(1,413.33)	3,520.00
Legal Advertising	514.14	1,458.33	(944.19)	2,500.00
Miscellaneous office (travel, phone, postage, etc)	258.02	875.00	(616.98)	1,500.00
Dues, Licenses, and Fees	175.00	277.08	(102.08)	475.00
Public Official Insurance	2,891.00	1,882.42	1,008.58	3,227.00
General Insurance	3,826.00	2,491.42	1,334.58	4,271.00
Contingency- Incl Hurricane cleanup	49,332.92	168,583.33	(119,250.41)	289,000.00
Total General & Administrative Expenses	\$108,371.40	\$222,173.00	\$(113,801.60)	\$380,868.00
<u>Field Expense</u>				
Field Management	\$8,100.00	\$10,500.00	\$(2,400.00)	\$18,000.00
Landscape Maintenance & Material	145,622.31	189,595.00	(43,972.69)	325,020.00
Landscape Improvements	19,447.50	8,750.00	10,697.50	15,000.00
Mulch	0.00	24,271.92	(24,271.92)	41,609.00
Tree Trimming	18,295.00	8,750.00	9,545.00	15,000.00
Irrigation	26,750.49	23,333.33	3,417.16	40,000.00
Pressure Clean Curbs and Walks	46,741.00	20,983.67	25,757.33	35,972.00
Electric - Street Lights/ private lighting	5,625.98	5,833.33	(207.35)	10,000.00
Water Reclaimed	7,063.32	14,583.33	(7,520.01)	25,000.00
Conservation Area Maintenance	10,080.00	18,083.33	(8,003.33)	31,000.00
Maintenance Person	25,341.09	29,166.67	(3,825.58)	50,000.00
General Repair & Maintenance	10,061.54	17,500.00	(7,438.46)	30,000.00
Total Field Expenses	\$323,128.23	\$371,350.58	\$(48,222.35)	\$636,601.00

Parker Road CDD
 Budget to Actual
 For the Period End 4/30/2023

	Actual	Year To Date Budget	Variance	FY 2023 Adopted Budget
<u>Amenity Expenses</u>				
Amenity - Insurance	\$28,352.00	\$18,438.00	\$9,914.00	\$31,608.00
Amenity - Janitorial	2,195.30	4,375.00	(2,179.70)	7,500.00
Amenity - Pool Maintenance	15,736.91	13,708.33	2,028.58	23,500.00
Amenity - Dues & License	0.00	72.92	(72.92)	125.00
Amenity - Maintenance	21,664.58	11,666.67	9,997.91	20,000.00
Lifestyle Programming	15,357.56	17,500.00	(2,142.44)	30,000.00
Lifestyle Coordinator	20,550.45	35,583.33	(15,032.88)	61,000.00
Amenity - Electric	16,753.00	22,283.33	(5,530.33)	38,200.00
Amenity - Telephone	992.72	1,750.00	(757.28)	3,000.00
Amenity - Gates/ Control Access	1,373.90	2,333.33	(959.43)	4,000.00
Amenity - Cable	1,295.45	2,916.67	(1,621.22)	5,000.00
Refuge Services and Trash Removal	1,584.20	875.00	709.20	1,500.00
Fitness Facility - Maintenance	5,157.45	5,833.33	(675.88)	10,000.00
Amenity - Gas	0.00	5,833.33	(5,833.33)	10,000.00
Amenity Building Pest Control	1,515.00	1,866.67	(351.67)	3,200.00
Tennis Courts/Basketball Court	625.00	5,833.33	(5,208.33)	10,000.00
Amenity - Landscape Maintenance	26,873.29	25,550.00	1,323.29	43,800.00
Mulch	0.00	6,766.67	(6,766.67)	11,600.00
Amenity - Reclaimed Water	13,264.99	17,500.00	(4,235.01)	30,000.00
Total Amenity Expenses	<u>\$173,291.80</u>	<u>\$200,685.92</u>	<u>\$(27,394.12)</u>	<u>\$344,033.00</u>
 Total Expenses	 <u>\$604,791.43</u>	 <u>\$794,209.50</u>	 <u>\$(189,418.07)</u>	 <u>\$1,361,502.00</u>
 <u>Other Income (Expense)</u>				
Interest Income	\$490.04	\$0.00	\$490.04	\$0.00
Total Other Income (Expense)	<u>\$490.04</u>	<u>\$0.00</u>	<u>\$490.04</u>	
 Net Income (Loss)	 <u><u>\$640,752.58</u></u>	 <u><u>\$0.00</u></u>	 <u><u>\$640,752.58</u></u>	 <u><u>\$0.00</u></u>

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Staff Reports

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Audience Comments

**PARKER ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Supervisors Requests