Palm Coast Park Community Development District

September 20, 2019

Agenda Package

Palm Coast Park Community Development District
Inframark, Infrastructure Management Services
210 North University Drive Suite 702, Coral Springs, Florida 33071
Telephone: 954-603-0033; Fax: 954-345-1292

September 13, 2019

Board of Supervisors
Palm Coast Park
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Palm Coast Park Community Development District will be held Friday, September 20, 2019 at 10:00 a.m. at the Hilton Garden Inn Palm Coast/Town Center, located at 55 Town Center Boulevard, Palm Coast, Florida 32164, or immediately following the Town Center at Palm Coast Community Development District Meeting. Following is the advance agenda for the meeting:

1. Roll Call
2. Audience Comments
3. Approval of the Minutes of July 19, 2019 Meeting
4. District Manager's Report
   A. Consideration of Resolution 2019-07, Designation of Secretary
   B. Acceptance of Management Services Contract between Palm Coast Park and Inframark Management Services
   C. Acceptance of Website Creation and Management Agreement with Campus Suite
5. Consideration of Matters Related to Issuance of New Bonds
   A. Consideration of Resolution 2019-08 Declaring a Special Assessment
   B. Consideration of Resolution 2019-09 Setting a Public Hearing for Imposing Special Assessments
6. Acceptance of the AMTEC Report
7. Attorney's Report
   A. Status of Florida Department of Transportation Partial Assignment of Easement
8. Engineering and Maintenance Report
   A. Maintenance Activity Logs

B. Discussion of Utilizing CDD Bonds for Development of Tract 2 and 3

C. Acceptance of Landscape Maintenance Contract between Palm Coast Park and Yellowstone Landscape

9. Acceptance of August 2019 Financial Statements and Approval of the Check Register and Invoices for July through August 2019

10. Supervisors' Requests

11. Adjournment

All other supporting documents for agenda items are enclosed or will be distributed separately. The balance of the agenda is routine in nature and staff will present their reports at the meeting. I look forward to seeing you at the meeting and in the meantime, if you have any questions, please contact me at (904) 626-0593.

Sincerely,

Bob Koncar

Bob Koncar
District Manager

cc: Kenneth Artin
Robert Gaylord
Walker Douglas
Michael D. Chiumento, III, Esq.
Clint Smith
Patrick Cutshall
Jake Miller

Third Order of Business

MINUTES OF MEETING
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT

A meeting of the Board of Supervisors of the Palm Coast Park Community Development District was held on Friday, July 19, 2019 at 10:58 a.m. at the Hilton Garden Inn Palm Coast/Town Center, located at 55 Town Center Boulevard, Palm Coast, Florida 32164

Present and constituting a quorum were:

David Root	Chairman
Jeff Douglas	Vice Chairman
Garry Parks	Assistant Secretary
Carol Benedict	Assistant Secretary

Also present were:

Bob Koncar	District Manager
Michael Chiumento, III	District Counsel
Justin Rowan (by phone)	MBS Capital Markets
Clint Smith	Field Service Manager
Diane Vidal	Chiumento, Dwyer, Hertel, Grant
Members of the Public	

The following is a summary of the minutes and actions taken during the July 19, 2019 Palm Coast Park Community Development District's Board of Supervisors Meeting.

Due to a failure of the recording equipment, the tape could not be transcribed and the following is a summary of the actions taken at July 19, 2019 meeting of Palm Coast Community Development District, Board of Supervisors.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Root called the meeting to order and Mr. Koncar called the roll.

SECOND ORDER OF BUSINESS **Audience Comments**

- Comments were received from Mr. Patrick Cutshall and Mr. Justin Rowan joined the meeting via the phone.

THIRD ORDER OF BUSINESS **Approval of Minutes of May 17, 2019**

- Mr. Root asked if there were any changes, corrections or deletions to the minutes. There being none,

On MOTION by Ms. Benedict seconded by Mr. Parks with all in favor the minutes of May 17, 2019 were approved as presented.

FOURTH ORDER OF BUSINESS **Public Hearing to Consider Adoption of the Budget for Fiscal year 2020 and Levying of Assessments**

On MOTION by Mr. Douglas seconded by Ms. Benedict with all in favor the public hearing to adopt the Fiscal Year 2020 Budget was opened.

- Public comments were received from Ms. Tucker Mackie and Mr. Howard McGaffney.

On MOTION by Ms. Benedict seconded by Mr. Parks with all in favor the public hearing to adopt the Fiscal Year 2020 Budget was closed.

A. Consideration of Resolution 2019-05, Adopting the Fiscal Year 2020 Budget

- Mr. Koncar and Mr. Root gave a general overview of the budget.

On MOTION by Ms. Benedict seconded by Mr. Douglas with all in favor resolution 2019-05, adopting the Fiscal Year 2020 budget was adopted.

B. Consideration of Resolution 2019-06, Levying Non-Ad Valorem Assessments

On MOTION by Mr. Douglas seconded by Ms. Benedict with all in favor, resolution 2019-06, levying non-ad valorem assessments was adopted.

FIFTH ORDER OF BUSINESS **District Manager's Report**

A. Proposed Meeting Schedule for Fiscal Year 2020

- Mr. Koncar reviewed the Fiscal Year 2020 meeting schedule with the Board, which continues the past practice of meeting the third Friday of every other month.

On MOTION by Mr. Parks seconded by Ms. Benedict with all in favor the Fiscal Year 2020 meeting schedule was approved as presented.

B. Consideration of ADA Proposal for ADA Website Compliance

- Mr. Koncar reviewed the proposal presented by Campus Suite for ADA website compliance with the Board.

On MOTION by Mr. Parks seconded by Mr. Douglas with all in favor, the proposal from Campus Suite for ADA website compliance was approved.

SIXTH ORDER OF BUSINESS Attorney's Report

A. Consideration of Proposals for Management Services

- Proposals for consideration of management services was received from Wrathell, Hunt and Associates, Rizzetta & Company, Governmental Management Services and Inframark Infrastructure Management Services.
- Discussion ensued regarding the proposals. After discussion, the Board decided to continue with services provided by Inframark.

On MOTION by Mr. Root seconded by Ms. Benedict with all in favor the proposal from Inframark for management services was approved.

B. Status of Florida Department of Transportation Partial Assignment Easement

- Ms. Vidal provided an update on the status of the Florida Department of Transportation partial assignment easement.

With respect to the new bonds, Mr. Rowan expects to have a draft engineer's report by next week. Once that is received, it will be provided to Inframark to prepare the assessment methodology.

- After further discussion it was decided to have a special meeting to discuss the potential issuance of a new bond.

On MOTION by Mr. Root seconded by Mr. Parks with all in favor, to have a special meeting to discuss the potential issuance of a new bond with the time to be determined was approved.

SEVENTH ORDER OF BUSINESS **Engineering and Maintenance Report**

A. Maintenance Activity Logs

- Mr. Smith reviewed the maintenance activity logs as included in the agenda package.

B. Consideration of Landscape Management Services Proposals

- Proposals were presented from Yellowstone Landscape, Brightview Landscaping Services, Affordable Lawn & Landscaping and VerdeGo for landscape management services.
- The Board reviewed the proposals. Mr. Douglas voiced his preference for Affordable Lawn & Landscaping indicating they were a young team. However, after further discussion the Board opted to keep Yellowstone Landscape.

On MOTION by Mr. Parks seconded by Ms. Benedict with all in favor the proposal for landscape management services from Yellowstone Landscape was approved.

EIGHTH ORDER OF BUSINESS **Acceptance of June 2019 Financial Statements and Approval of the Check Register and Invoices for May and June 2019**

On MOTION by Mr. Douglas seconded by Mr. Parks with all in favor, acceptance of June 2019 Financial Statements and Approval of the Check Register and Invoices for May and June 2019 was approved.

NINTH ORDER OF BUSINESS **Supervisors' Request**

- Hearing none, the next order of business followed.

TENTH ORDER OF BUSINESS **Adjournment**

There being no further business, the meeting was adjourned.

Bob Koncar, Secretary

David R. Root, Chairman

Fourth Order of Business

4A.

RESOLUTION 2019-07

A RESOLUTION REMOVING JANICE DAVIS AS SECRETARY AND DESIGNATING BOB KONCAR AS SECRETARY OF THE PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Palm Coast Park Community Development District desire to remove Janice Davis as Secretary and appoint Bob Koncar as Secretary;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT:

1. Bob Koncar is appointed Secretary

Adopted this 20th day of September, 2019

_____

David R. Root, Chairman

_____

Bob Koncar, Secretary

4B

MANAGEMENT SERVICES MASTER AGREEMENT

This **Management Services Master Agreement** (the "Agreement") is made this 1st day of October2019 ("Commencement Date"), between:

1) **PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT**, a Community Development District with its principal place of business at 175 Hampton Point Drive, Suite 4, St. Augustine, Florida (hereinafter the "District"); and

2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the "Service Company")

BACKGROUND

The District desires to procure management services required for the District as set forth in **Schedule A** attached to this Agreement ("Services") and the Service Company desires to provide said operations and maintenance services to the District.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

1.1 The term of this Agreement shall be an evergreen contract with no termination date. The agreement may be terminated for any reason (by either party), in writing by certified mail return receipt requested, sixty (60) days prior to the renewal date. The agreement may also be terminated as set forth in Sections 1.2 and 1.3.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.4 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

1.5 If District incurs costs for damages due to a default of the Service Company that results in termination of this Agreement, District may deduct such costs or damages from the final payment due to Service Company. Such deduction will not exceed the final payment owed to Service Company and will constitute full and final settlement between District and Service Company for all claims against Service Company by District and a release by District of any and all further claims against Service Company.

1.6 The Service Company may, at its discretion, suspend service immediately should the District fail to make payments in a timely manner, until such time as the account is made current.

2) SERVICE COMPANY'S SERVICES

2.1. Service Company shall provide the services as set forth in **Schedule A** attached to this Agreement (the "Services").

2.2. The District is an established and previously operating entity on the date of this Agreement and the parties acknowledge that the District previously made available to the Service Company the following records:

2.2.1. All financial books and records of the District;
2.2.2. All bank statements of all accounts of the District;
2.2.3. Copies of all contracts and agreements to which District is a party;
2.2.4. Copies of all minutes, resolutions and other official actions of the District; and
2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents, and shall have no liability for errors which may result from the use of the above-referenced documents should errors be contained therein.

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this

Agreement.

2.4. In performing the services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.

2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.

2.8. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

3) DISTRICT OBLIGATIONS

3.1. District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

3.13. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3 The District represents and warrants that:

3.3.1 It is duly incorporated, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4 The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Supervisors, and no Director shall act independently unless authorized by a Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

4) FEES AND PAYMENT

The District shall pay Operator the Annual Base Fee as set out in **Schedule B**. The Annual Base Fee for the first Agreement Year (October 1, 2019 – September 30, 2020) shall be broken down as follows: $12,922.50 for the first six (6) months and $24,922.50 for the remaining six (6) months of the first Agreement Year for a total amount of $37,845.

To demonstrate the Service Company's commitment to the District, the Service Company has agreed to reduce its fee by $12,000.00 at a rate of $2,000.00 monthly credit from October 1, 2019 through March 31, 2020. This amount has been already deducted as noted above.

The Annual Base Fee thereafter shall be $49,845 unless increased as part of the adoption of the annual budget.

4.1. The District shall pay the Annual Base Fee in equal monthly installments. The District shall pay the Service Company any related expenses as set forth in **Schedule B's** Miscellaneous Schedule of Charges. The Base Fee shall be due, in advance, on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within ten (10) days of invoice date.

4.2. Additional services not described on **Schedule A** which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the District, will be billed at the rate of $100.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Supervisors. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of $100.00 per hour for any coordination or liaison activities with the contractor. For additional services, travel will be billed for all such services at the rate of $100 an hour.

4.3. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified immediately that such emergency action was taken.

4.4. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.

4.5. The Service Company reserves the right to modify, with thirty (30) days' written notice, any of the applicable fees listed in the "Miscellaneous Schedule of Charges", attached to the Agreement, to bring them in line with current business practice. The Board shall consider such increases upon notice and documentation of the reason for the increase. The Board shall not unreasonably delay or withhold approval. Should the Board reject an increase, the Service Company shall have the option to terminate the Agreement upon sixty (60) days' notice to the District.

4.6. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

4.7. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.8. Upon receipt of a ten (10) day written notice of a late payment, any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

5) INDEMNIFICATION AND LIMITATION

5.1. District agrees to, subject to the limitation of liability described herein, indemnify, defend and hold the Service Company and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any third party for injuries or damage of any nature, arising out of, or in connection with District, including litigation or any appellate proceedings with respect thereto, to the extent such liability, claims, actions, suits or demands resulted from the District's intentional or gross negligent acts or omissions.

5.2. Service Company agrees to, subject to the limitation of liability described herein, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any third party for injuries or damage of any nature, arising out of, or in connection with, the work to be

performed by Service Company, including litigation or any appellate proceedings with respect thereto, to the extent such liability, claims, actions, suits or demands resulted from the Service Company's intentional or gross negligent acts or omissions.

5.3. Either party's total liability for any action or breach of this Agreement shall be limited to the amounts of insurance contractually required hereunder and the amounts actually paid under the required insurance policies or, for all other claims other than breach, an amount equal to twice the compensation paid in the year the dispute arose.

5.4. Neither party shall be liable, either directly or as an indemnitor, for the other's special, punitive, indirect and/or consequential damages attributable to loss of use, loss of income or loss of profit, even if the other party has been forewarned of the possibility of such damages.

5.5. Service Company further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

5.6. Statements for attorney's fees and all legal expenses received by the Service Company shall be processed in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such statements.

5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.

5.8. Although the Service Company shall be liable to the District for the actions of its subcontractors, the District shall not hold the Service Company liable for any losses or damages arising out of or attributable to the acts or omissions of third parties that Service Company does not have a contractual relationship with to perform services for the District or in fulfillment of the services provided to the District, unless the Service Company failed to exercise reasonable care to select third parties competent to provide services.

5.9. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God.

5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.11. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

6) INSURANCE

6.1. The Service Company shall provide and maintain the following levels of insurance coverage:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars ($1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars ($2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars ($1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.2. The District shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars ($1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

7) DISPUTES

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.

7.2 If the parties are unable to resolve any disputes in accordance with the Section above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration District or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. Any mediation or arbitration shall be held in a mutually agreeable location within the County in which the District is located.

7.3 ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIMING PARTY KNEW OR SHOULD HAVE REASONABLY KNOWN OF SAID CLAIM. INVOICES ALREADY PAID CANNOT BE DISPUTED FOR ANY REASON BEYOND THE DATE OF THE NEXT BOARD MEETING.

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 The Service Company Manager will be the public records custodian for the District ("Manager"). In connection with its services to District, the Manager agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Manager taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

9.1.1. The Manager shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Manager shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.

9.1.3 The Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Manager does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Manager shall transfer, at no cost, to the District all public records in possession of the Manager consistent with Florida law. All records stored electronically by the Manager must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Manager to comply with Section 119.0701, Florida Statutes may subject the Manager to penalties under Section 119.10, Florida Statutes. Further, in the event the Manager fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SANDRA DEMARCO C/O INFRAMARK, LLC, TELEPHONE: (954) 603-0033, EMAIL: SANDRA.DEMARCO@INFRAMARK.COM, AND MAILING ADDRESS: 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

10) MISCELLANEOUS

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services.

10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.

10.12. Pursuant to Section 287.135, Florida Statutes, Service Company represents that in entering into this Agreement, the Service has not been designated as a "scrutinized company" under the statute and, in the event that the Service Company is designated as a "scrutinized company", the Service Company will immediately notify the District whereupon this Agreement may be terminated by the District.

10.13. Section 287.133, Florida Statutes, provides that a person or affiliate, as defined in that Section, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any such person or affiliate convicted of a public entity crime shall provide written notice of such conviction to the District within 30 days after the date of such conviction. Service Company warrants that it is in compliance with these terms as well as any subcontractor hired to perform under this Agreement.

10.14. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Chris Tarase, Vice President

With a copy to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, PA 19044
ATTN: Legal Department

To District:

210 N. UNIVERSITY DRIVE, SUITE 702,
CORAL SPRINGS, FL 33071.
ATTN: David Root, Chairman

With copy to:

Chiumento Dwyer Hertel Grant, P.L.
145 City Place, Suite 301
Palm Coast, Florida 32164
ATTN: Michael Chiumento, III, Esq.
District Counsel

10.15. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

10.16. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC

_____
By: Chris Tarase
Title: Vice President
Date: _____

PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT

_____
By: David Root
Title: Chairman
Date: _____

Schedule A
Scope of Services

I. MEETINGS, HEARINGS, WORKSHOPS, ETC.

The Service Company will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District's Board of Supervisors (the "Board"), and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law. The Service Company will attend up to nine (9) meetings a year, additional meetings will be charged as the fee schedule in Schedule B. The Service Company will attend up to nine (9) meetings a year at no additional charge.

The Service Company will consult with the Board and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

II. RECORDS

The Service Company will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida's public records laws. An excessive number of public records requests (more than six a month) will require an additional fee.

III. DISTRICT OPERATIONS

The Service Company will act as the primary point of contact for District-related matters.

The Service Company will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure and oversee the operation and maintenance of that infrastructure.

The Service Company will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company will advise the Board as to need for renewal or additional procurement activities and implement same. The Service Company will work with the District's attorney and District's engineer in fulfilling these requirements. Project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee.

The Service Company will recommend and advise the Board, in consultation with the District's engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

The Service Company will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):

File name and location of the District's Registered Agent and Office location annually with Department of Economic Opportunity and the County.

Provide legal description and boundary map as provided by District's engineer to the District's Supervisor of Elections.
Provide the regular meeting schedule of the Board to County.

File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.

File request letter to the District's Supervisor of Elections of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.

Prepare and file annual public depositor report.
Provide quarterly inspections of the District property.

IV. ACCOUNTING AND REPORTING

The Service Company will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.

The Service Company will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Service Company will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary). The Service Company will administer the processing, review and approval, and timely payment of all invoices and purchase orders.

The Service Company will oversee District's capital and general fund accounts.

The Service Company will recommend and implement investment policies and procedures pursuant to State law and provide cash management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

V. AUDITS

The Service Company will provide audit support to auditors for the required annual audit, and will assist in completion and submission of audit and annual financial statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

VI. BUDGETING

The Service Company will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Service Company will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Service Company will ensure that all budget meetings, hearings, and workshops are properly noticed.

The Service Company will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

VII. CAPITAL PROGRAM ADMINISTRATION

The Service Company will maintain proper capital fund and project fund accounting procedures and records.

The Service Company will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for capital project construction.

The Service Company will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc. For the issuance of new bonds and/or refinancing of existing bonds, there are additional fees including: cost of assessment methodologies (if required), administrative and finance work associated with the development of the bonds and/or bank loans.

VIII. ASSESSMENTS & REVENUE COLLECTION

The Service Company will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.

The Service Company will provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.

The Service Company will monitor development of the District and perform Assessment True-up Analysis when appropriate.

The Service Company will issue estoppel letters as needed for property transfers.

The Service Company will maintain the District's lien book, in which is recorded the details of any District debt and the related debt service assessments. The lien book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

IX. ADDITIONAL SERVICES

Additional services provided with a mutually agreeable scope of services and fee for services.

Schedule B
Rate Schedule

I. ANNUAL BASE FEE

October 1, 2019 – March 31, 2020 April 1, 2020 – September 30, 2020	$12,922.50 $24,922.50
October 1, 2020 forward	$ 49,845.00 annually

II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond nine (9) annual meetings as defined in Schedule A to this Agreement	$125.00 per hour
Mail Distribution	
General Distribution- Includes label, folding, insertion of up to two items and delivery to the post office	$0.35 per piece
Genera! Distribution - Additional inserts over two	$0.03per additional page
Labels	$0.07each
Certified Mail	Current rate charged by postmaster plus handling charge of $5.00
Postage	Current rate charged by postmaster (no add on}
Copies	
Black and white, single sided	$0.18 per copy, up to 100 copies $0.10 per copy thereafter
Color (single sided}	$0.50 per copy
Black and white, duplex (two-sided)	$0.21 per duplex copy
Special Services - incudes court appearances, performance oi tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	$100.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property-the Service Company will charge the seller directly at market rates	Included
Website services for compliance with Florida Statutes Chapter 189 are included, but not ADA compliance services. ADA compliance services can be provided at an additional cost.	Chapter 189 Included

4C.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this "Agreement") is entered into as of August ____, 2019, between the **Palm Coast Park Community Development District**, whose mailing address is 210 N University Dr, STE 702, Coral Springs, FL 33071 (the "District") and **Innersync Studio, LLC.**, an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto as **Exhibit A**.

3. Term and Renewal. The initial term of this Agreement will be for one (1) year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

i. The Contractor will 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. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.

ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed $50 to the District.

iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.

iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of $1,512.30 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.

b. Starting on October 1, 2019 the District agrees to compensate the Contractor $1,552.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work.

If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it′s the Contractor′s or another provider′s through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor′s marketing materials (including using the District′s name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work (Exhibit A), (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than $1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

14. Limitation of Liability. Either parties total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed

as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District′s right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney′s fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida′s public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and 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 the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-603-0033, OR BY EMAIL AT SANDRA.DEMARCO@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 N UNIVERSITY DR. STE 702, CORAL SPRINGS, FL. 33071.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Section 287.133, Florida Statutes, provides that a person or affiliate, as defined in that Section, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any such person or affiliate convicted of a public entity crime shall provide written notice of such conviction to the District within 30 days after the date of such conviction. Service Company warrants that it is in compliance with these terms as well as any subcontractor hired to perform under this Agreement.
10.11.
23. Contractor shall follow the requirements of the Public Records Laws Chapters 257, 119 Florida Statutes and Florida administrative codes and destroy records in accordance with the requirements of the law.

24. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

25. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

26. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

27. Arm′s Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

29. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

30. Each party represents it has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement. Each person signing this Agreement on behalf of the entities identified herein, represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the entity on whose behalf such individual has signed this Agreement, and that by signing this Agreement such entity shall be bound by the terms contained in this Agreement.

Innersync Studio, LLC. By: Steve Williams Date VP of Marketing Date:	Palm Coast Park Community Development District By: David Root Chairman Date:

Fifth Order of Business

5A

RESOLUTION No. 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Palm Coast Park Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District;

WHEREAS, the Board of Supervisors of the District ("Board") has determined to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate and/or maintain the public improvements ("Improvements") described in the [Engineer's Report], dated [_____], 2019, prepared by Dominion Engineering Group, Inc. (the "Engineer's Report"), attached hereto as **Exhibit A** and incorporated herein by reference and also on file at Inframark, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 ("District Records Office");

WHEREAS, the Board has determined that the District shall defray the cost of the Improvements by special assessments levied on the benefitted lands within the District ("Assessments");

WHEREAS, the Board hereby determines that the benefit will accrue to the property improved, the amount of those benefits, and that special assessments will be

made in proportion to the total benefits received as set forth in the [Preliminary Methodology Report] (the "Assessment Methodology Report") dated [_____], 2019, attached hereto as **Exhibit B** and incorporated herein by reference and also on file at the District Records Office; and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray the cost of Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements, are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The estimated cost of the Improvements is $7,500,000.00 (hereinafter referred to as the "Estimated Cost").
4. The Assessments will defray costs of approximately $[_____], which includes [a portion of] the Estimated Cost, plus financing-related costs, capitalized interest and a debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall only be levied on lots and lands within the District which are adjoining and contiguous or bounding and abutting upon the Improvements specifically benefited thereby and further designated on the assessment plat referenced herein and as referenced in **Exhibit A**. These bonds shall not be levied upon any other lot but shall only apply to the lots identified within **Exhibit A**.
7. There is on file, at the District Records Office, an assessment plat and more precisely identified within **Exhibit A**, showing the specific area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which

shall be open to inspection by the public.

8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments payable at the same time and in the same manner as are ad valorem taxes and as prescribed by Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not legally available to the District in any year, or the District determines not to utilize the provisions of Chapter 197, *Florida Statutes*, and with any required consent of bondholders, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
10. The compensation, administrative costs or fees paid to the District Management firm, now or in the future, for its work related to the 2019 Bonds identified herein and annual assessments shall be specifically allocated against each lot or parcel of land. The District shall not assume administrative costs, fees, or compensation relating to the underlying 2019 Bonds, but said expenses shall be assessed to the respective landowners.
11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Flagler County and to provide such other notice as may be required by law or desired in the best interests of the District.
13. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 20th day of September, 2019.

ATTEST:

BOARD OF SUPERVISORS OF
PALM COAST PARK
COMMUNITY DEVELOPMENT DISTRICT

_____
Bob Koncar, Secretary

By:_____
Dave Root, Chairman, Board of Supervisors

Exhibit A: [Engineer's Report]
Exhibit B: [Preliminary Methodology Report]

Exhibit A

SUPPLEMENTAL ENGINEER'S REPORT

FOR

PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT

Prepared for:

BOARD OF SUPERVISORS

PALM COAST PARK CDD

Septemb

DOMINION ENGINEERING GROUP, LLC

4348 Southpoint Boulevard, Suite 204

Jacksonville, Florida 32207

www.DOM-ENG.com

TABLE OF CONTENTS

Title	Page
Introduction	1
Purpose and Scope of Improvements	3
Basis of the Cost Opinion	9
Permit Approvals and Construction Status	10
Engineer's Certification	11

TABLE OF FIGURES

Figure	Title	Page
1	Location Map	2
2	Master Development Plan	3
3	Parcel 6	4
4	Site Plan	5

INTRODUCTION

THE DEVELOPMENT

The Palm Coast Park is a 4776-acre mixed-use master planned development (the "Development") located in the City of Palm Coast, Flagler County, Florida. Palm Coast Park is located west of the I-95 corridor with Daytona Beach to the South and Jacksonville to the north (see Figure 1).

The Development is an approved Development of Regional Impact (DRI). The development order governing the DRI was approved on December 7, 2004. The current plan, the "Master Plan" for the lands within the Palm Coast Park DRI is shown on Figure 2. Palm Coast Park DRI is a master-planned mixed-use development that will promote orderly and responsible growth.

PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT

The development currently includes a community development district, the "Palm Coast Park Community Development District (the "District"), established on September 13, 2005. The lands within the District consist of 4,716 acres in the Palm Coast Park Development of Regional Impact (DRI) and 60 acres outside the DRI. The CDD was established for the purpose of providing an efficient mechanism for financing, operating, and maintaining the public infrastructure associated with and necessary to support development within the CDD. Palm Coast Park CDD will consist of single family residential, multifamily residential, commercial and industrial uses. Below is a copy of the land use as described in the master development plan, as is shown on Figure 2.

The District has previously issued bonds to finance the District's Capital Improvement Plan as described in the Master Engineer's Report, as subsequently updated ("CIP").

Figure 1 Location Map

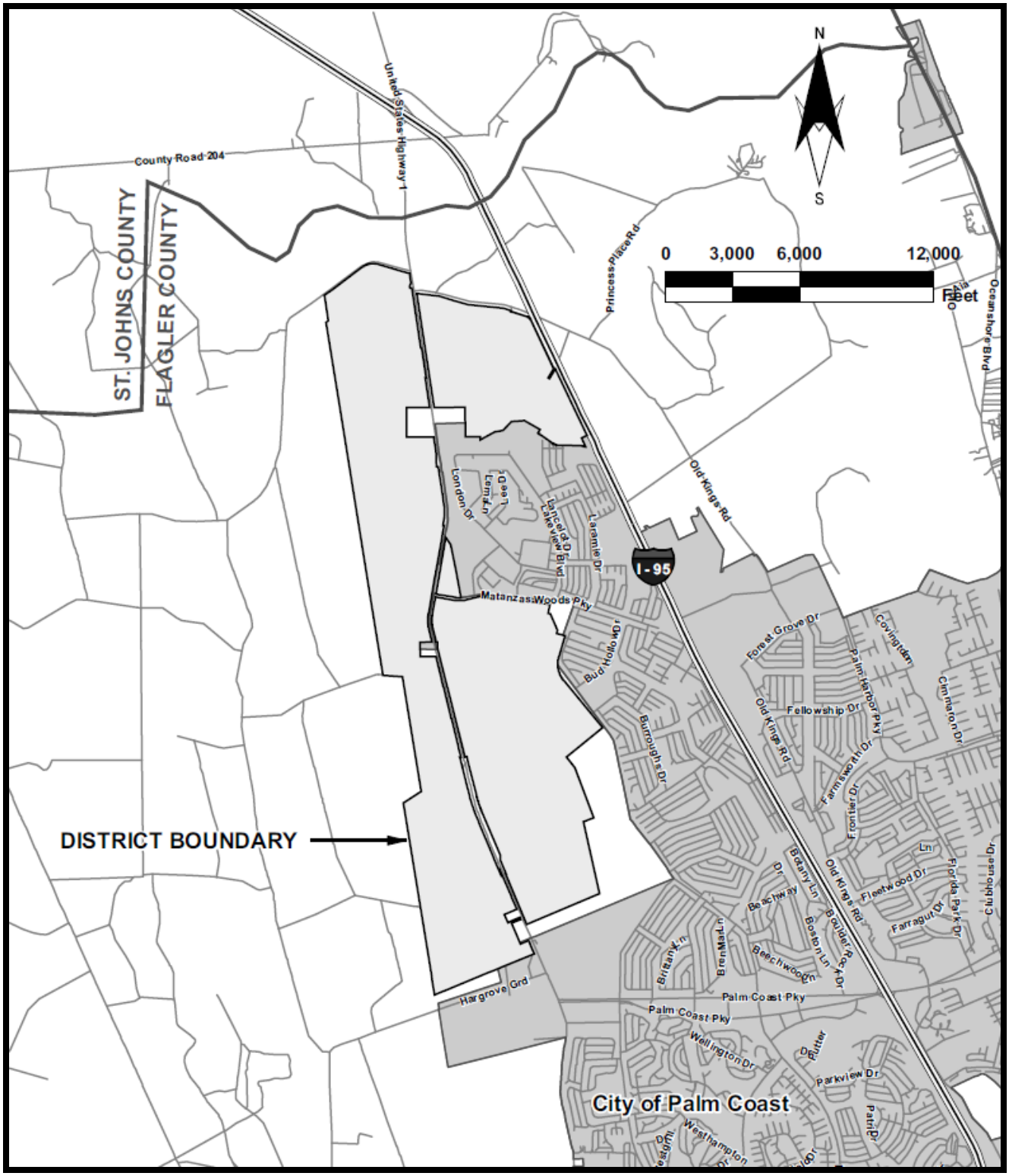
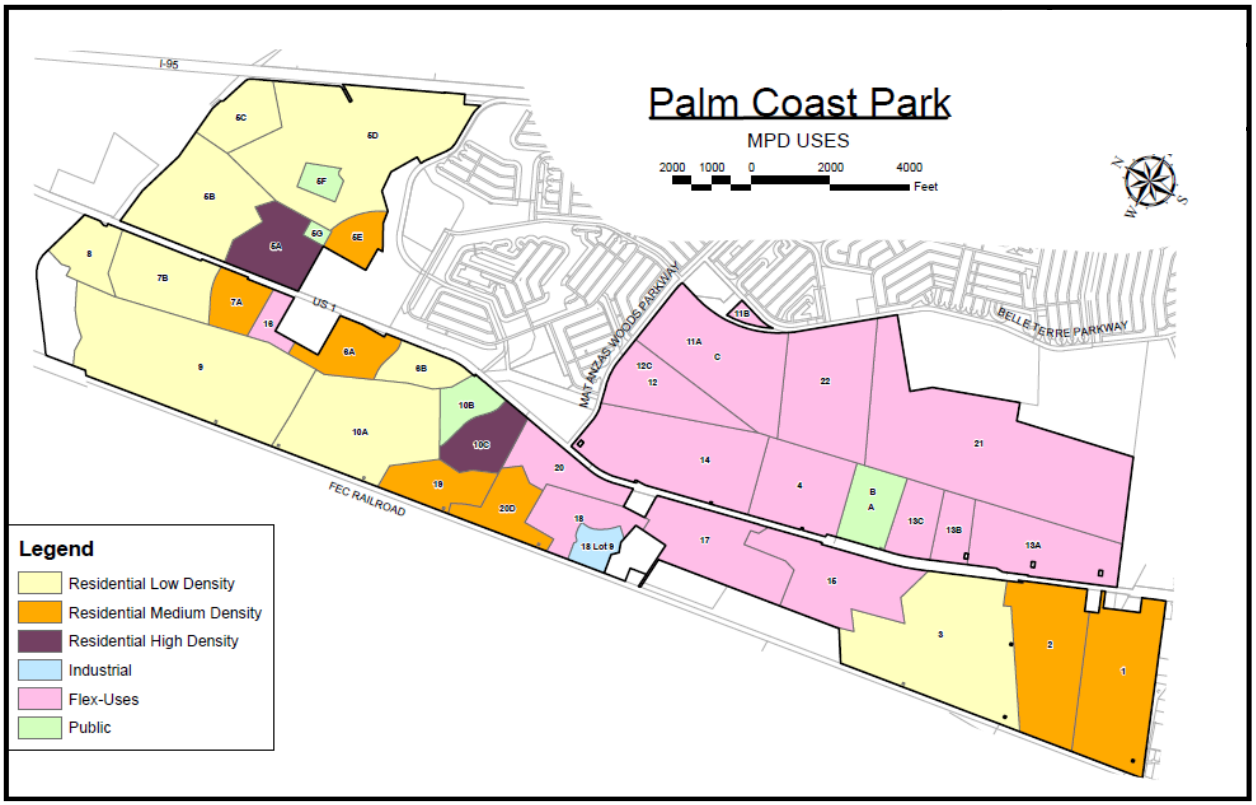


Figure 2. Master Development Plan



PURPOSE AND SCOPE OF THE IMPROVEMENTS

PURPOSE

The District was established for the purpose of financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within the District. The District previously adopted that certain Master Engineer's Report dated January 17, 2006 and revised on April 20, 2006, which contains a description of the improvements anticipated to be funded, acquired, operated and/or maintained by the District ("**Master Improvement Plan**"). The purpose of this Supplemental Engineer's Report, Parcel 6, is to describe the portion of the Master Improvement Plan to be financed through the issuance of Capital Improvement Revenue Bonds, Series 2019A ("**2019A Bonds**"), and provide the related costs necessary to complete the Parcel 6 Project (hereinafter defined).

The 2019A Project (Parcel 6) is composed of approximately 109.64 acres of the Palm Coast Park DRI. Parcel 6 is generally located west of State Road 5, north of Matanzas Woods Parkway and east of Hulett Branch. The metes and bounds description of the proposed external boundaries of Parcel 6 in the District is set forth in Appendix A and the boundary is shown on Figure 3. The mix of lots include 57 lots that or 60 feet wide and 202 lots that are 50 feet wide. All lots are at least 120 feet deep. A site plan is shown on Figure 4.

The proposed land uses are tabled below. The proposed improvements will benefit all developable acres within the District and will provide environmental preservation, amenities, landscaping, signage, streetlighting, roadways, stormwater and environmental management and recreational facilities to the District. The neighborhood infrastructure will provide direct benefit to those specific lands within Parcel 6 of the District, each as more specifically set forth below:

Figure 3. Parcel 6

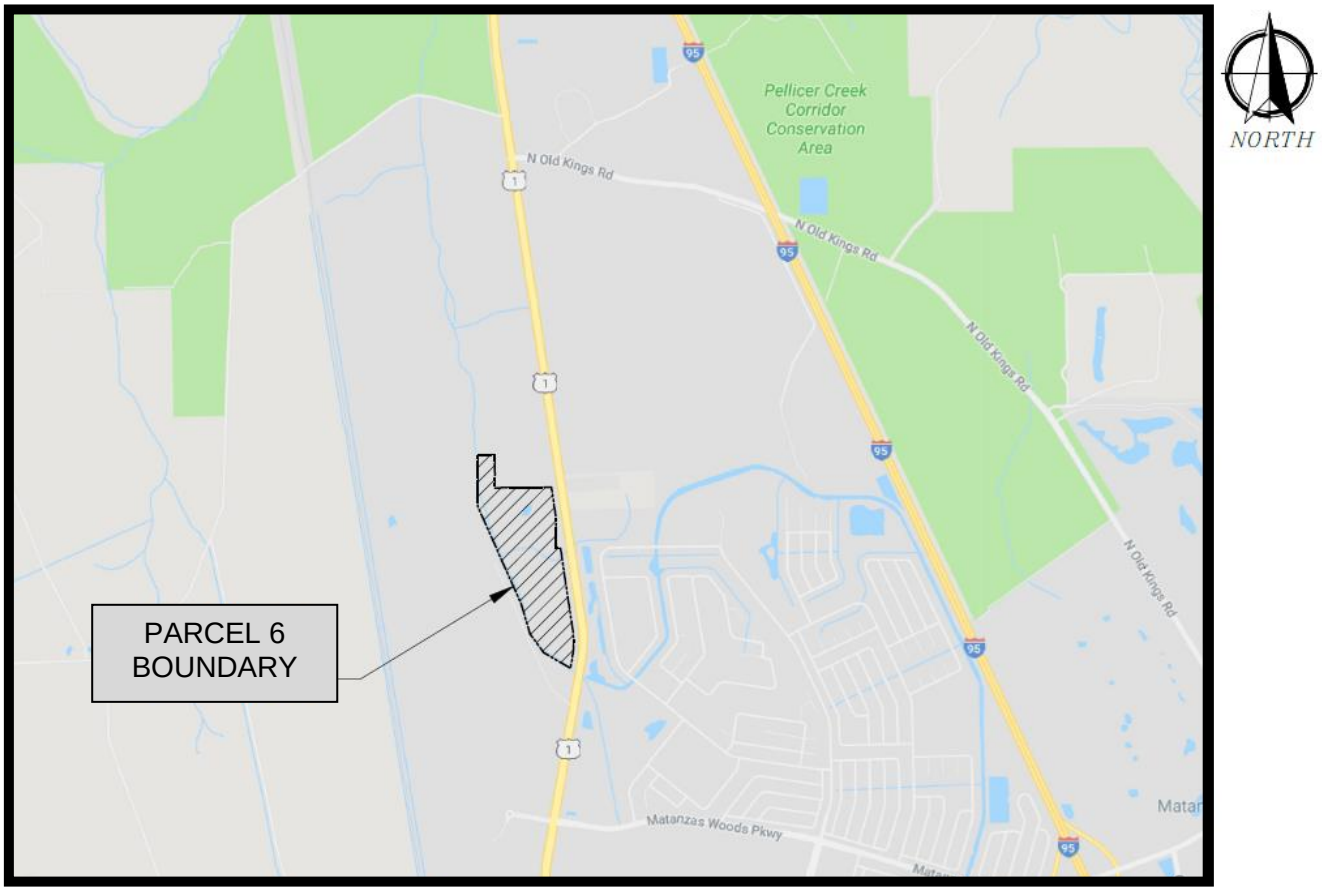
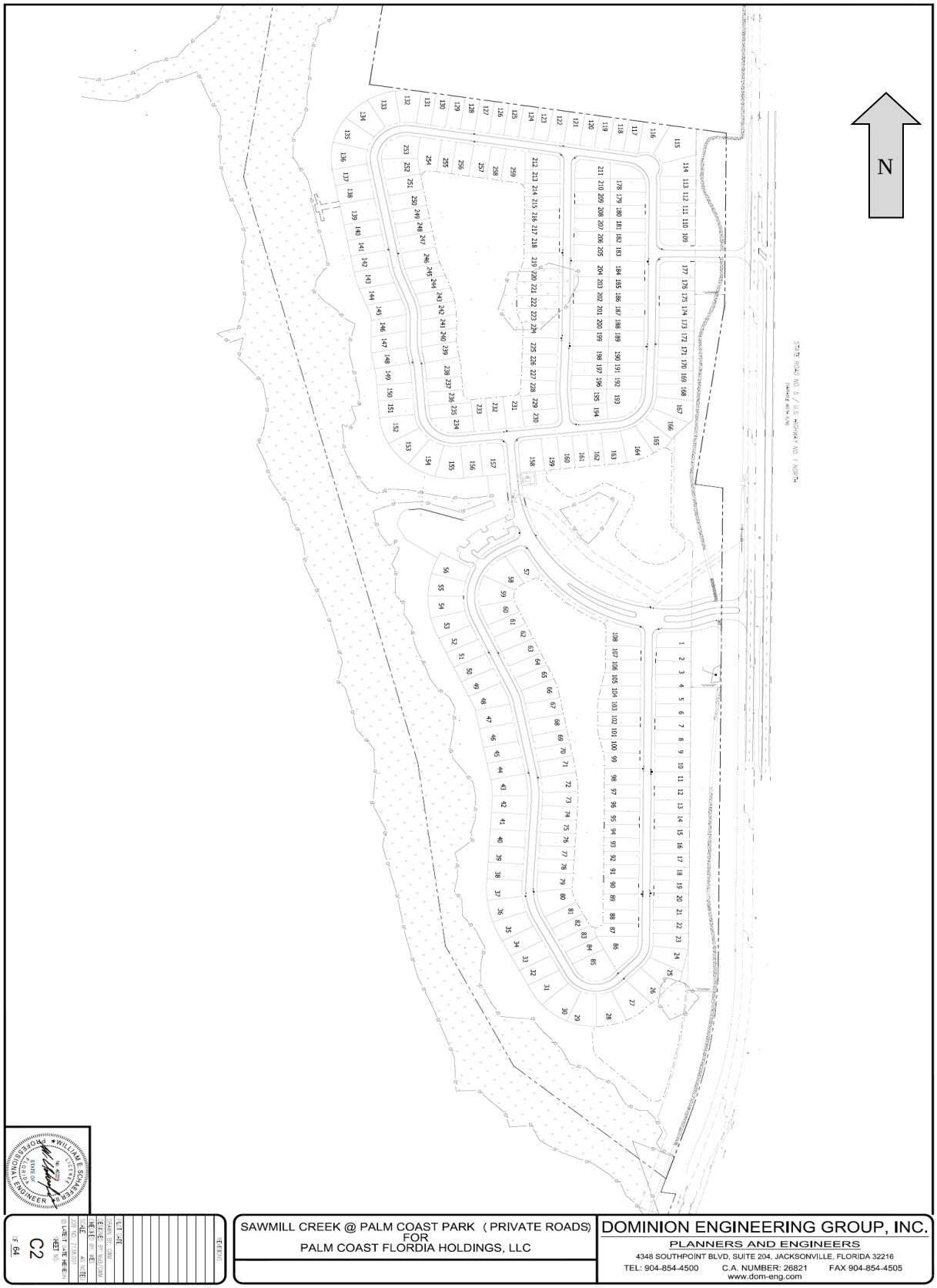


Figure 4. Site Plan



PROPOSED LAND USES

The following table outlines the proposed unit counts by approximate acreage and units.

	Land Use	Acres	Residential Units
1.	Single Family	42.08	259
2.	Wetlands and Upland Buffers, Lakes and Right of Ways	51.84	
3.	Amenity, Parks, and Open Space	15.72	
	TOTAL	**109.64**	**259**

PARCEL 6 CDD IMPROVEMENTS

The Parcel 6 infrastructure improvements will benefit and provide environmental preservation, amenities, landscaping, signage, street lighting, District roadways, stormwater and environmental management, and recreation for the District. The below infrastructure improvements currently comprise the Capital Improvement Plan (CIP) proposed to be provided by the CDD. The infrastructure consists of the following categories as further described herein:

Master Stormwater System

The District will be acquiring grading and drainage systems that collect and "treat" the stormwater by temporarily holding it on-site retention/settlement basins before discharging to the regional drainage system. The stormwater collection system will consist of a stabilized subgrade, limerock base and curbs with inlets, piping system and ponds. These will all be constructed consistent with the specifications of City of Palm Coast.

The design of the asphalt, roadway base and subgrade will be prepared in accordance with the current State of Florida Manual of Minimum Standards for Design, Construction and Maintenance of Streets and Highways, City of Palm Coast Road Construction Specifications, and current AASHTO policies.

The removal of surface drainage from the roadways will be accomplished by storm sewer systems including curb and gutter, inlets and pipes along each side of the roadways that will collect and convey surface drainage to stormwater retention ponds located along the roadways. Protection of the road base material from undermining will be accomplished by underdrain systems as needed along each side of the roadways. The underdrain system will bleed off excess groundwater and discharge to the roadside storm sewer system.

The costs of the stormwater management facilities include: clearing, earthwork operations to ensure a continuously functioning stormwater system, drainage structures, and wetland mitigation planting maintenance. The stormwater management system is included in the process of site grading and development for the Phase and clearing earthwork operations.

Entrances and Entrance Landscaping

The District will construct monumentation and entry landscaping along entrances and street tree plantings along the interior streets of the Palm Coast Park CDD.

District Roadways

The District will construct both collector roads and local roads throughout the Development to allow residents access to the neighborhoods, amenities and open spaces.

Major Collector Roadway – Sawmill Trace

Sawmill Trace will serve as a primary access point into the Parcel 6 development from SR-5 (US-1). It will extend to the west from the proposed median opening located on SR-5 to Oakleaf Way. This two-lane roadway is divided with a median for about 600 feet. This road will provide access to the local roads that serve the residential. Upgraded street lighting along Sawmill Trace will be purchased by the District and will be maintained by Florida Power and Light. Sidewalks for pedestrians and bicyclists will parallel the roadway beginning at the District's linear park's multi-use path along SR-5 District installed and maintained landscape and wetland preserve areas border along the roadway and in the median; the landscaping is irrigated with reclaimed water. This improvement also includes utility improvements that will serve as the major trunk line systems that connect Parcel 6 with the regional utility system.

Minor Collector Roadway – Cedar Grove Road

The Cedar Grove Road will serve as a secondary access road into Parcel 6. It will extend to the west from the existing median opening located on SR-5 to Oakleaf Way. This two-lane roadway will provide access to the local roads that serve the residential. Upgraded street lighting along Sawmill Trace will be purchased by the District and will be maintained by Florida Power and Light. Sidewalks for pedestrians and bicyclists will parallel the roadway beginning at the District's linear park's multi-use path along SR-5. District installed and maintained landscape and wetland preserve areas border along the roadway and the landscaping is irrigated with reclaimed water. This improvement also includes utility improvements that will serve as the major trunk line systems that connect Parcel 6 with the regional utility system.

Local Roads

Local roads will be constructed from the collector roadways to serve as access to the residential lots. These two-lane roads will consist of pavement, curbs and Grove Road will serve as a secondary access road into Parcel 6.

Wetland (environmental) Compliance and Mitigation

The District will be preserving wetlands onsite as required with the State environmental permitting. It will also be purchasing offsite wetland mitigation, and maintaining or enhancing wetlands to meet, and to ensure continued compliance with, the requirements of the environmental permits.

Offsite Improvements

The District will make improvements outside the property boundary that will include offsite turn lanes on SR-5 and median improvements as required by the FDOT. These improvements will also

Water, Reuse and Sewer

Water, Reuse and Sewer infrastructure will be constructed by the District and dedicated to the City of Palm Coast, a public utility provider who will then provide service to the residents. The costs associated with the construction of the water distribution, wastewater collection, and reuse water distribution infrastructure were estimated. This includes one wastewater pumping station and the discharge force main.

Parks and Amenity

Parks are planned throughout the Development. The open space is planned to be accessible to the residents as a passive recreation area for birding, hiking, viewing, and other non-invasive observation of the natural area systems which are planned to be preserved as a part of the overall plan. The neighborhood amenity will be constructed by the CDD and consists of a 2400 sf pool, a 1856 sf pavilion with restrooms, a 284 sf mail kiosk and 27 parking spaces for use by the residents. Within the planned residential areas one pocket park is proposed to provide readily accessible green spaces to residents. This pocket park will include trees, grass, and other park amenities such as sitting areas and playground equipment.

Street Lights

Interior Street Lighting construction and equipment will be provided by Florida Power and Light. Street Light wiring, fixtures and all related equipment will be provided by, and will remain in the ownership and maintenance control of, Florida Power and Light.

Professional Services

The professional services for design and construction of all components within the District consist of engineering of stormwater management systems, utilities, soil investigation and testing, landscaping design, environmental consultation, construction services for inspection of infrastructure during construction and other professional fees necessary for the design and implementation of the District infrastructure.

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities for the infrastructure improvements within the Palm Coast Park CDD vary by the improvement as noted in the following table:

Improvement	Ownership	Maintenance Entity
Single Family Lots	Private	Private
Wetland (environmental) Compliance and Mitigation	CDD	CDD
Lakes and Stormwater Management Facilities	CDD	CDD
Internal Utilities	CITY OF PALM COAST UTILTIES	CITY OF PALM COAST UTILTIES
Neighborhood Amenity, Parks and Open Space	CDD	CDD
Landscape and Hardscape	CDD	CDD
Environmental Conservation Easements	CDD	CDD
State Road 5 Intersection Improvements	FDOT (1)	FDOT (1)

1. FDOT =Florida Department of Transportation

BASIS OF THE COST OPINION

Infrastructure costs were based upon construction contracts, bids, construction drawing takeoffs, and from the approved Development of Regional Impact (DRI). The infrastructure improvements may be divided into several construction/acquisition packages. Those packages consist of the offsite roadway, utilities, stormwater management, amenity center/park, upgraded lighting and landscaping. The total costs for the public improvements in Parcel 6 of the Palm Coast Park CDD are **$7,438,000**. The costs are based upon unit costs for construction in Northeast Florida with a ten percent contingency.

Proceeds of the Series 2019A Bonds will be utilized to acquire and/or construct the Parcel 6 Project in the estimated amount of $3 million (the "2019A Project"). The 2019A Project consists of a portion of the Master Infrastructure related to Parcel 6 Development and Infrastructure costs

The below revised infrastructure improvements currently comprise the Supplemental Capital Improvement Plan (CIP) proposed. This supplement to the original Engineer's Report dated April 20, 2006 reflects the costs for the Parcel 6 infrastructure. The mix of lots include 57 lots that or 60 feet wide and 202 lots that are 50 feet wide. All lots are at least 120 feet deep. The table accurately reflect the costs after having awarded the site contract and finalized engineering. The CIP includes, but may not necessarily be limited to, the following summary of costs:

Improvement Category	**Total Costs**
Engineering & Environmental Permitting	$464,000
Offsite Improvements	$346,000
Stormwater Management	$1,377,000
Utilities	$2,138,000
Roadway Improvements	$1,413,000
Landscape and Hardscapes	$202,000
Electrical Distribution (7)	$152,000
Parks and Amenities (8)	$670,000
Subtotal	**$6,762,000**
Contingency at 10%	$676,000
Total Cost (approx.)	**$7,438,000**

PERMIT APPROVALS AND CONSTRUCTION STATUS

There are no outstanding construction permits for the onsite improvements associated with Parcel 6 with the exception of the offsite FDOT access permit is in the final stages of review and approval and will allow the construction of the offsite roadway improvements in SR-5. The following table outlines the current status of the projects underway and planned within the District. Construction plan approval for all of Parcel 6. The Developer is moving forward with significant improvements within the District.

Palm Coast Park CDD
Permit Approvals & Construction Project Status
Parcel 6 Project

Project Description	Construction Completed to Date	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	City of Palm Coast	FDEP Water & Sewer	FDOT
Drainage	60%	X	X	X	N/A	R
Utilities	50%	X	X	X	X	N/A
Onsite Roadways	45%	X	X	X	N/A	N/A
Offsite Improvements	0%	X	X	X	N/A	R
Landscape	0%	N/A	X	X	N/A	N/A
Amenity	20%	X	X	X	X	N/A

X- Permit Issued
R – Permit in review
N/A – Not applicable
0 - Not submitted

ENGINEER'S CERTIFICATION

In our opinion, the improvements cost estimates are fair and reasonable, and we have no reason to believe that the improvements described herein cannot be constructed and installed at such costs and in the construction time frames as described in this report. The construction costs were determined utilizing actual bid unit prices from the actual construction contracts, with a ten percent (10%) contingency. We expect that all improvements to be constructed can be completed on schedule. Permits necessary to complete the improvements will be acquired in the normal course of business. We, therefore, believe that the CDD will be well served by the infrastructure improvements discussed in this report. The improvements, if constructed to the designs described herein, will be sufficient to support the Development as described in Section 2 of this Engineering Report.

I hereby certify that the foregoing is a true and correct copy of the updated Capital Improvement Plan.

_____

William E. Schaefer II, P.E.
Florida Registration No. 40229
Dominion Engineering Group, Inc.

Place Seal Here

Appendix A

Legal Description

LEGAL DESCRIPTION

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, AND IS SHOWN ON A SURVEY PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T6043LOWE, DRAWING REFERENCE NO. 6043–BD PHASE 3.

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) IN GOVERNMENT SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, BEING A PORTION OF PARCEL 1001, RECORDED IN OFFICIAL RECORDS BOOK 788, PAGES 2 THROUGH 21, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTH 89°44'48" EAST ALONG THE NORTH LINE OF SAID SECTION 21 FOR A DISTANCE OF 948.00 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°15'11" EAST FOR A DISTANCE OF 607.26 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°31'04" EAST FOR A DISTANCE OF 365.42 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°28'56" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 715.94 FEET; THENCE NORTH 89°35'38" EAST ALONG THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21 FOR A DISTANCE OF 1,222.41 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY No.1 (STATE ROAD 5); THENCE DEPARTING SAID SOUTHERLY LINE RUN SOUTH 08°29'47" EAST ALONG SAID RIGHT–OF–WAY LINE FOR A DISTANCE OF 646.77 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE DEPARTING SAID RIGHT–OF–WAY LINE RUN SOUTH 00°31'43" EAST ALONG SAID WEST LINE OF SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 677.91 FEET; THENCE NORTH 89°26'28" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 94.88 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY No.1; THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, RUN SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY No.1 FOR A DISTANCE OF 1,791.35 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 584.07 FEET, A RADIUS OF 1810.05 FEET, A CENTRAL ANGLE OF 18°29'18", A CHORD BEARING OF SOUTH 00°44'52" WEST AND A CHORD DISTANCE OF 581.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09°59'31" WEST ALONG SAID RIGHT–OF–WAY FOR A DISTANCE OF 240.39 FEET; THENCE DEPARTING U.S. HIGHWAY No.1, RUN NORTH 59°39'17" WEST FOR A DISTANCE OF 667.50 FEET; THENCE NORTH 36°11'36" WEST FOR A DISTANCE OF 504.39 FEET; THENCE NORTH 16°46'44" WEST FOR A DISTANCE OF 694.09 FEET; THENCE NORTH 24°01'13" WEST FOR A DISTANCE OF 2,276.46 FEET; THENCE NORTH 00°15'11" WEST A DISTANCE OF 1,122.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINING 109.643 ACRES, MORE OR LESS.

5B.

RESOLUTION NO. 2019-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____ DAY OF _____ 2019, AT _____AM/PM AT HILTON GARDEN INN, 55 TOWN CENTER BLVD., PALM COAST FLORIDA, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*.

WHEREAS, the Board of Supervisors of the Palm Coast Park Community Development District ("Board") has previously adopted Resolution No. 2019-08, entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution No. 2019-08, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Management Company, Inframark,

210 N. University Drive, Suite 702, Coral Springs, Florida 33071 ("District Records Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held on __ day, _____, 2019 at __:___ am/pm at Hilton Gardens Inn located at 55 Town Center Blvd., Palm Coast, Florida for the purpose of hearing comment and objections to the proposed special assessment program for the District improvements as identified in the preliminary assessment roll, a copy of which is on file. Affected parties may appear at the hearing or submit their comments in writing prior to the hearing to the District Records Office.
2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Flagler County (once a week for a period of two (2) weeks with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.
3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 20TH DAY of September, 2019.

ATTEST:

BOARD OF SUPERVISORS OF
PALM COAST PARK
COMMUNITY DEVELOPMENT DISTRICT

_____
Bob Koncar, Secretary

By:_____
Dave Root, Chairman, Board of Supervisors

Sixth Order of Business

REBATE REPORT

Palm Coast Park
Community Development District

(City of Palm Coast, Flagler County, Florida)

$31,780,000

Special Assessment Bonds

Series 2006

Dated: May 1, 2006
Delivered: May 23, 2006

Rebate Report to the Computation Date
May 22, 2021
Reflecting Activity To
May 31, 2019

AMTEC

TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations / Summary of Yield Restriction Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition and Construction Fund	13
Arbitrage Rebate Calculation Detail Report – Costs of Issuance Account	24
Arbitrage Rebate Calculation Detail Report – Capitalized Interest Account	25
Arbitrage Rebate Calculation Detail Report – Debt Service Reserve Fund	27
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credits	32
Yield Restriction Calculation Detail Report – Acquisition and Construction Fund	33

AMTEC
American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581
www.amteccorp.com

July 26, 2019

Mr. Alan J. Baldwin
Accounting Manager
Inframark
210 North University Drive
Suite 702
Coral Springs, FL 33071

Re: Palm Coast Park Community Development District (City of Palm Coast, Flagler County, Florida), $31,780,000 Special Assessment Bonds, Series 2006

Dear Mr. Baldwin:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Palm Coast Park Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986 (the "Code"), as amended, and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled the next Report as of May 31, 2020. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Caitlyn C. McGovern
Analyst

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the May 22, 2021 Computation Date
Reflecting Activity from May 23, 2006 through May 31, 2019

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition and Construction Fund	3.177923%	1,459,990.82	(2,373,712.44)
Costs of Issuance Account	4.660923%	1,936.80	(989.71)
Capitalized Interest Account	5.213189%	124,150.15	(27,561.10)
Debt Service Reserve Fund	0.995490%	252,186.36	(1,974,002.20)
Totals	**2.546973%**	**$1,838,264.13**	**$(4,376,265.45)**
Bond Yield	**5.732723%**		
Rebate Computation Credits			(32,507.33)
		Net Rebatable Arbitrage	**$(4,408,772.78)**

SUMMARY OF YIELD RESTRICTION COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the May 22, 2021 Computation Date
Reflecting Activity from May 22, 2009 through May 31, 2019

Fund Description	Taxable Inv Yield	Yield Reduction Liability
Acquisition and Construction Fund	0.098818%	(1,479,860.62)
Totals	**0.098818%**	**(1,479,860.62)**
Bond Yield (+0.125%) *	**5.857723%**	

* Pursuant to the Treasury Regulations Section 1.148-2(d)(2), for yield restriction purposes, the Bond Yield is adjusted upwardly by 0.125% for funds not held in a refunding escrow or allocable to replacement proceeds.

Based upon our computations, no rebate or yield reduction liability has accrued.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage and Yield Reduction Liability, investment activity is reflected from May 23, 2006, the date of the closing, to May 31, 2019, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of May 22, 2021.

2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.

3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.

4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.

5. During the period between May 23, 2006 and May 31, 2019, the District made periodic payments into the Interest Fund and Sinking Fund that were used, along with the interest earned, to provide the required debt service payments.

   Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or $1/12^{th}$ of the principal and interest payments on the issue for the immediately preceding bond year.

   We have reviewed the Interest Fund and Sinking Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

May 22, 2021.

7. Computation Period

The period beginning on May 23, 2006, the date of the closing, and ending on May 31, 2019.

8. Temporary Period

The period ending three years from the date of the closing during which time arbitrage profits and losses may be blended.

9. Yield Reduction Period

The period subsequent to the Temporary Period that proceeds are yield restricted to the yield on the Bonds, plus 0.125%.

10. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of issuance.

11. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

12. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

13. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

14. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

15. Yield Reduction Liability

The Rebatable Arbitrage accumulated after the Temporary Period, at the bond yield plus 0.125%.

16. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from records provided by US Bank, Trustee, as follows:

Account Name	Account Number
Acquisition and Construction	7913568
Interest	7913571
Capitalized Interest	7913572
Sinking	7913573
Debt Service Reserve	7913574
Costs of Issuance	7913883

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage and Yield Reduction Liability, as of May 31, 2019, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to May 22, 2021. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on May 22, 2021, is the Rebatable Arbitrage and Yield Reduction Liability.

Palm Coast Park Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Delivered: May 23, 2006

Sources of Funds	
Par Amount	**$31,780,000.00**
Net Original Issue Discount	**-119,175.00**
Underwriter's Discount	**-556,150.00**
Accrued Interest	**110,700.33**
Total	**$31,215,375.33**

Uses of Funds	
Acquisition and Construction Fund	**$26,300,000.00**
Debt Service Reserve Fund	**2,213,710.00**
Capitalized Interest Account	**2,413,492.55**
Costs of Issuance Account	**177,472.45**
Debt Service Fund	**110,700.33**
Total	**$31,215,375.33**

PROOF OF ARBITRAGE YIELD

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006

Date	Debt Service	Present Value to 05/23/2006 @ 5.7327231%
11/01/2006	905,730.00	883,538.45
05/01/2007	905,730.00	858,918.73
11/01/2007	905,730.00	834,985.04
05/01/2008	1,315,730.00	1,179,161.64
11/01/2008	894,045.00	778,919.48
05/01/2009	1,329,045.00	1,125,639.94
11/01/2009	881,647.50	725,907.71
05/01/2010	1,341,647.50	1,073,869.42
11/01/2010	868,537.50	675,815.65
05/01/2011	1,358,537.50	1,027,632.72
11/01/2011	854,572.50	628,408.17
05/01/2012	1,369,572.50	979,049.30
11/01/2012	839,895.00	583,675.08
05/01/2013	1,384,895.00	935,598.73
11/01/2013	824,362.50	541,399.22
05/01/2014	1,404,362.50	896,613.44
11/01/2014	807,832.50	501,388.03
05/01/2015	1,422,832.50	858,485.65
11/01/2015	790,305.00	463,554.30
05/01/2016	1,440,305.00	821,271.92
11/01/2016	771,780.00	427,811.69
05/01/2017	1,456,780.00	785,018.18
11/01/2017	752,257.50	394,075.01
05/01/2018	1,482,257.50	754,853.45
11/01/2018	731,452.50	362,119.35
05/01/2019	1,501,452.50	722,609.77
11/01/2019	709,507.50	331,952.42
05/01/2020	1,524,507.50	693,385.95
11/01/2020	686,280.00	303,440.42
05/01/2021	1,551,280.00	666,789.74
11/01/2021	661,627.50	276,464.19
05/01/2022	1,576,627.50	640,443.84
11/01/2022	635,550.00	250,973.75
05/01/2023	1,605,550.00	616,352.32
11/01/2023	607,905.00	226,865.02
05/01/2024	1,632,905.00	592,405.88
11/01/2024	578,692.50	204,095.26
05/01/2025	1,663,692.50	570,406.86
11/01/2025	547,770.00	182,573.00
05/01/2026	1,697,770.00	550,102.71
11/01/2026	514,995.00	162,216.33
05/01/2027	1,729,995.00	529,740.31
11/01/2027	480,367.50	142,994.20
05/01/2028	1,765,367.50	510,865.46
11/01/2028	443,745.00	124,833.60
05/01/2029	1,808,745.00	494,654.54
11/01/2029	404,842.50	107,631.00
05/01/2030	1,849,842.50	478,093.29
11/01/2030	363,660.00	91,369.25
05/01/2031	1,888,660.00	461,301.56
11/01/2031	320,197.50	76,028.37
05/01/2032	1,935,197.50	446,693.54
11/01/2032	274,170.00	61,522.07
05/01/2033	1,984,170.00	432,829.15
11/01/2033	225,435.00	47,806.35
05/01/2034	2,035,435.00	419,612.20
11/01/2034	173,850.00	34,841.13

PROOF OF ARBITRAGE YIELD

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006

Date	Debt Service	Present Value to 05/23/2006 @ 5.7327231%
05/01/2035	2,093,850.00	407,933.78
11/01/2035	119,130.00	22,562.74
05/01/2036	2,149,130.00	395,694.52
11/01/2036	61,275.00	10,967.49
05/01/2037	2,211,275.00	384,763.04
	69,054,295.00	31,771,525.33

Proceeds Summary

Delivery date	05/23/2006
Par Value	31,780,000.00
Accrued interest	110,700.33
Premium (Discount)	-119,175.00
Target for yield calculation	31,771,525.33

BOND DEBT SERVICE

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2006			905,730.00	905,730.00	
05/01/2007			905,730.00	905,730.00	1,811,460
11/01/2007			905,730.00	905,730.00	
05/01/2008	410,000	5.700%	905,730.00	1,315,730.00	2,221,460
11/01/2008			894,045.00	894,045.00	
05/01/2009	435,000	5.700%	894,045.00	1,329,045.00	2,223,090
11/01/2009			881,647.50	881,647.50	
05/01/2010	460,000	5.700%	881,647.50	1,341,647.50	2,223,295
11/01/2010			868,537.50	868,537.50	
05/01/2011	490,000	5.700%	868,537.50	1,358,537.50	2,227,075
11/01/2011			854,572.50	854,572.50	
05/01/2012	515,000	5.700%	854,572.50	1,369,572.50	2,224,145
11/01/2012			839,895.00	839,895.00	
05/01/2013	545,000	5.700%	839,895.00	1,384,895.00	2,224,790
11/01/2013			824,362.50	824,362.50	
05/01/2014	580,000	5.700%	824,362.50	1,404,362.50	2,228,725
11/01/2014			807,832.50	807,832.50	
05/01/2015	615,000	5.700%	807,832.50	1,422,832.50	2,230,665
11/01/2015			790,305.00	790,305.00	
05/01/2016	650,000	5.700%	790,305.00	1,440,305.00	2,230,610
11/01/2016			771,780.00	771,780.00	
05/01/2017	685,000	5.700%	771,780.00	1,456,780.00	2,228,560
11/01/2017			752,257.50	752,257.50	
05/01/2018	730,000	5.700%	752,257.50	1,482,257.50	2,234,515
11/01/2018			731,452.50	731,452.50	
05/01/2019	770,000	5.700%	731,452.50	1,501,452.50	2,232,905
11/01/2019			709,507.50	709,507.50	
05/01/2020	815,000	5.700%	709,507.50	1,524,507.50	2,234,015
11/01/2020			686,280.00	686,280.00	
05/01/2021	865,000	5.700%	686,280.00	1,551,280.00	2,237,560
11/01/2021			661,627.50	661,627.50	
05/01/2022	915,000	5.700%	661,627.50	1,576,627.50	2,238,255
11/01/2022			635,550.00	635,550.00	
05/01/2023	970,000	5.700%	635,550.00	1,605,550.00	2,241,100
11/01/2023			607,905.00	607,905.00	
05/01/2024	1,025,000	5.700%	607,905.00	1,632,905.00	2,240,810
11/01/2024			578,692.50	578,692.50	
05/01/2025	1,085,000	5.700%	578,692.50	1,663,692.50	2,242,385
11/01/2025			547,770.00	547,770.00	
05/01/2026	1,150,000	5.700%	547,770.00	1,697,770.00	2,245,540
11/01/2026			514,995.00	514,995.00	
05/01/2027	1,215,000	5.700%	514,995.00	1,729,995.00	2,244,990
11/01/2027			480,367.50	480,367.50	
05/01/2028	1,285,000	5.700%	480,367.50	1,765,367.50	2,245,735
11/01/2028			443,745.00	443,745.00	
05/01/2029	1,365,000	5.700%	443,745.00	1,808,745.00	2,252,490
11/01/2029			404,842.50	404,842.50	
05/01/2030	1,445,000	5.700%	404,842.50	1,849,842.50	2,254,685
11/01/2030			363,660.00	363,660.00	
05/01/2031	1,525,000	5.700%	363,660.00	1,888,660.00	2,252,320
11/01/2031			320,197.50	320,197.50	
05/01/2032	1,615,000	5.700%	320,197.50	1,935,197.50	2,255,395
11/01/2032			274,170.00	274,170.00	
05/01/2033	1,710,000	5.700%	274,170.00	1,984,170.00	2,258,340
11/01/2033			225,435.00	225,435.00	
05/01/2034	1,810,000	5.700%	225,435.00	2,035,435.00	2,260,870
11/01/2034			173,850.00	173,850.00	

BOND DEBT SERVICE

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2035	1,920,000	5.700%	173,850.00	2,093,850.00	2,267,700
11/01/2035			119,130.00	119,130.00	
05/01/2036	2,030,000	5.700%	119,130.00	2,149,130.00	2,268,260
11/01/2036			61,275.00	61,275.00	
05/01/2037	2,150,000	5.700%	61,275.00	2,211,275.00	2,272,550
	31,780,000		37,274,295.00	69,054,295.00	69,054,295

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/23/06	Beg Bal	-26,300,000.00	-61,388,769.44
06/08/06		7,271,000.00	16,931,855.07
06/23/06		433,214.00	1,006,445.12
07/07/06		855.76	1,983.74
07/24/06		2,926.48	6,765.80
08/22/06		1,125.00	2,589.51
08/22/06		10,668.63	24,556.89
08/22/06		34,981.65	80,520.22
09/18/06		10,091.63	23,134.13
10/24/06		15,621.30	35,608.56
10/24/06		1,135.00	2,587.22
10/24/06		826.30	1,883.54
10/24/06		20,049.80	45,703.26
11/22/06		9,572.40	21,724.45
11/22/06		2,295.00	5,208.48
11/22/06		472,953.33	1,073,362.14
11/22/06		2,258.10	5,124.73
12/20/06		14,471.20	32,698.16
01/22/07		6,758.91	15,195.45
01/22/07		16,516.11	37,131.68
02/20/07		4,502.03	10,077.11
02/20/07		30,540.75	68,360.84
02/26/07		12,800.00	28,623.88
02/27/07		498,129.90	1,113,763.50
02/27/07		445,571.76	996,249.30
03/15/07		167,596.00	373,668.67
03/20/07		9,600.00	21,387.17
03/20/07		13,040.00	29,050.91
03/22/07		29,006.21	64,600.63
04/10/07		12,800.00	28,426.83
04/10/07		643,354.60	1,428,791.33
04/17/07		233,956.80	519,011.25
04/17/07		12,800.00	28,395.60
04/23/07		15,578.50	34,526.90
04/27/07		1,083,490.40	2,399,851.18
05/10/07		56,918.00	125,812.12
05/10/07		12,800.00	28,293.25
05/23/07		25,618.65	56,512.26
06/18/07		281,436.18	618,388.94
06/18/07		52,514.00	115,387.00
06/18/07		809,934.56	1,779,638.19
06/18/07		30,997.33	68,109.25
06/18/07		188,464.20	414,105.17
07/24/07		1,074,543.58	2,347,746.19
07/24/07		34,671.64	75,753.29
07/24/07		33,956.27	74,190.29

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
08/27/07		8,059.45	17,517.91
08/27/07		909,200.95	1,976,227.20
08/27/07		22,924.39	49,828.15
09/06/07		37,175.00	80,688.99
09/24/07		1,088,021.77	2,354,905.96
09/24/07		14,057.75	30,426.49
09/24/07		9,093.86	19,682.68
09/24/07		20,356.00	44,058.37
09/24/07		46,574.00	100,804.41
09/24/07		4,089.00	8,850.20
10/10/07		816,199.00	1,762,142.70
10/23/07		22,484.00	48,443.13
10/23/07		557,987.48	1,202,217.54
10/23/07		11,300.90	24,348.47
10/23/07		18,645.75	40,173.39
10/23/07		5,384.89	11,602.07
10/23/07		4,259.41	9,177.15
11/02/07		41,756.00	89,838.78
11/02/07		6,400.00	13,769.71
11/19/07		13,809.00	29,631.12
11/19/07		9,623.00	20,648.87
11/23/07		28,217.71	60,511.07
11/23/07		191,258.85	410,142.32
11/23/07		2,733.16	5,861.09
11/23/07		2,542.02	5,451.20
11/23/07		5,194.08	11,138.37
11/23/07		245.00	525.39
12/03/07		29,133.00	62,375.84
12/04/07		-3,898.93	-8,346.58
12/10/07		-8,550.63	-18,287.40
12/10/07		17,181.00	36,745.34
12/13/07		-21,491.98	-45,943.68
12/24/07		667,734.10	1,424,960.58
12/24/07		36,686.00	78,288.80
12/24/07		805.00	1,717.89
12/24/07		15,930.44	33,995.94
12/24/07		21,663.00	46,229.36
01/03/08		-3,877.30	-8,262.57
01/03/08		2,445.00	5,210.32
01/10/08		22,400.00	47,682.21
01/10/08		25,813.00	54,947.36
01/10/08		12,800.00	27,246.98
01/16/08		-21.27	-45.23
01/22/08		23,049.96	48,973.40
01/22/08		787.50	1,673.17
01/22/08		5,202.69	11,053.96

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
01/23/08		1,165,982.25	2,476,930.70
01/23/08		787,841.92	1,673,635.97
01/30/08		12,800.00	27,161.55
02/04/08		-3,550.01	-7,528.38
02/11/08		55,380.00	117,313.38
02/19/08		2,029.20	4,293.13
02/19/08		560.00	1,184.78
02/19/08		19,951.66	42,211.24
02/19/08		10,530.00	22,278.06
02/19/08		370.65	784.18
03/04/08		-2,662.66	-5,620.07
03/04/08		16,770.00	35,396.42
03/11/08		34,941.00	73,668.93
03/14/08		-11,379.84	-23,981.74
03/19/08		5,734.00	12,074.28
03/19/08		11,934.00	25,129.83
04/01/08		2,300.00	4,834.07
04/01/08		11,903.29	25,017.98
04/01/08		7,254.00	15,246.24
04/01/08		147,386.88	309,773.41
04/01/08		414.00	870.13
04/01/08		906,301.44	1,904,837.70
04/02/08		-2,455.53	-5,160.15
04/14/08		-3,217.70	-6,749.08
04/21/08		336,105.00	704,200.89
04/21/08		8,694.56	18,216.68
04/21/08		1,950.00	4,085.60
04/21/08		6,875.00	14,404.37
04/28/08		3,200.00	6,697.22
05/01/08		-30,613.00	-64,039.16
05/02/08		-1,971.18	-4,122.85
05/13/08		-2,282.59	-4,765.95
05/19/08		6,368.74	13,285.13
05/19/08		24,626.01	51,369.63
05/19/08		17,472.00	36,446.43
05/19/08		105.00	219.03
05/29/08		-3,870.00	-8,060.12
06/03/08		-1,784.47	-3,714.22
06/04/08		-2,141.90	-4,457.47
06/16/08		1,404.00	2,916.34
06/23/08		7,894.59	16,380.37
07/02/08		-1,643.87	-3,406.03
07/08/08		-1,995.69	-4,131.09
07/17/08		-2,643.00	-5,463.30
07/21/08		246,658.33	509,542.83
07/21/08		596.25	1,231.72

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
07/21/08		8,506.94	17,573.50
07/21/08		5,818.98	12,020.76
07/24/08		2,286.64	4,721.48
08/04/08		-3,764.03	-7,759.82
08/18/08		7,193.85	14,798.08
08/18/08		1,031.25	2,121.33
09/03/08		-1,658.96	-3,404.53
09/22/08		560.00	1,145.81
09/24/08		4,890.34	10,002.95
10/02/08		-1,622.06	-3,313.68
10/15/08		-3,950.31	-8,053.57
10/21/08		43,037.60	87,658.95
10/21/08		9,005.53	18,342.46
10/21/08		400.00	814.72
10/24/08		2,137.21	4,351.02
11/04/08		-1,300.56	-2,643.58
11/17/08		-1,376.83	-2,792.90
11/24/08		4,697.69	9,518.81
11/24/08		1,130.00	2,289.69
11/24/08		1,190.00	2,411.27
11/25/08		225,763.68	457,387.18
12/02/08		-1,065.20	-2,155.68
12/15/08		-981.42	-1,982.08
12/22/08		2,452.66	4,947.96
12/22/08		3,370.02	6,798.63
01/05/09		-766.07	-1,542.31
01/15/09		-570.56	-1,146.89
01/20/09		1,493.32	2,999.39
01/20/09		250.00	502.13
02/03/09		-454.18	-910.38
02/10/09		-296.95	-594.56
03/03/09		-259.00	-516.71
03/17/09		-189.80	-377.82
03/24/09		1,522.66	3,027.74
03/24/09		2,428.55	4,829.06
03/24/09		1,055.00	2,097.82
03/24/09		5,277.48	10,494.03
03/24/09		39,284.29	78,115.06
03/24/09		10,582.89	21,043.60
03/24/09		96,096.42	191,083.44
03/31/09		10,633.40	21,124.13
04/02/09		-170.56	-338.73
04/13/09		-123.59	-245.02
04/15/09		2,415.00	4,786.31
04/15/09		16,152.55	32,012.90
04/15/09		1,468.90	2,911.23

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/01/09		-30,302.00	-59,905.17
05/04/09		-107.89	-213.19
05/15/09		-85.59	-168.83
05/18/09		7,556.66	14,899.23
05/18/09		1,660.83	3,274.61
05/18/09		1,874.33	3,695.56
06/02/09		-45.03	-88.59
06/05/09		-89.47	-175.93
06/12/09		718.27	1,410.86
06/12/09		261.74	514.12
07/02/09		-16.18	-31.68
07/09/09		-90.06	-176.15
07/17/09		549.19	1,072.84
07/17/09		1,357.31	2,651.49
07/17/09		6,808.48	13,300.29
08/04/09		-60.55	-117.97
08/17/09		4,515.35	8,779.24
08/17/09		413.07	803.14
08/17/09		100.00	194.43
08/28/09		720.00	1,397.49
09/08/09		-15.78	-30.58
09/18/09		7,646.45	14,794.88
09/18/09		4,645.60	8,988.63
09/18/09		585.00	1,131.90
10/09/09		-10.66	-20.56
10/15/09		2,997.47	5,775.18
10/15/09		1,488.65	2,868.16
10/29/09		-51.65	-99.29
11/06/09		-9.51	-18.26
11/17/09		1,696.64	3,252.51
11/17/09		107.33	205.75
11/17/09		283.53	543.54
11/17/09		2,002.09	3,838.06
12/21/09		3,170.00	6,044.63
12/21/09		44,898.08	85,612.68
12/21/09		2,086.14	3,977.90
01/21/10		145.00	275.19
01/21/10		52,649.01	99,920.59
01/21/10		356.05	675.73
01/21/10		175.00	332.13
01/21/10		526,654.10	999,517.13
02/23/10		623.75	1,177.86
02/23/10		341.26	644.42
02/23/10		10,838.57	20,467.03
03/05/10		970.00	1,828.25
03/11/10		657.92	1,238.88

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
03/11/10		353.46	665.57
03/11/10		70.00	131.81
04/13/10		1,406.00	2,634.26
04/13/10		264.27	495.13
04/13/10		260.00	487.13
04/13/10		397.00	743.81
05/27/10		3,800.00	7,070.61
05/27/10		4,195.22	7,805.99
05/27/10		178.61	332.34
06/03/10		2,041.61	3,795.22
06/21/10		19,581.00	36,297.09
06/21/10		393.75	729.89
06/21/10		500.00	926.84
07/20/10		185.80	342.85
07/20/10		3,241.00	5,980.52
08/17/10		4,230.61	7,773.59
08/17/10		223.23	410.18
08/17/10		492.23	904.45
09/22/10		199.22	364.05
09/22/10		3,753.22	6,858.61
10/18/10		1,475.00	2,684.43
10/18/10		87.94	160.05
11/18/10		150.00	271.71
11/18/10		87.74	158.93
11/18/10		4,068.89	7,370.38
12/29/10		268.08	482.48
12/29/10		1,240.00	2,231.72
01/03/11		15,165.69	27,277.69
01/25/11		130.00	233.02
01/25/11		85.27	152.84
01/25/11		2,078.96	3,726.42
02/28/11		333.64	594.94
02/28/11		2,917.73	5,202.84
03/22/11		236.01	419.27
03/22/11		1,315.95	2,337.75
03/22/11		577.50	1,025.91
04/12/11		4,616.75	8,175.82
04/12/11		155.48	275.34
04/12/11		9,399.50	16,645.61
05/02/11		490,000.00	865,022.42
05/02/11		1,512,687.19	2,670,425.18
05/20/11		511.81	900.97
05/20/11		924.46	1,627.39
05/20/11		9,896.64	17,421.75
06/23/11		24.31	42.57
06/23/11		4,017.50	7,035.74

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
06/23/11		585.59	1,025.53
07/20/11		9,458.74	16,494.76
07/20/11		479.83	836.76
08/03/11		-180.13	-313.48
08/22/11		5,602.75	9,721.47
08/22/11		200.00	347.03
09/02/11		-91.58	-158.65
09/16/11		3,982.14	6,883.53
10/04/11		-88.63	-152.77
10/17/11		80.00	137.62
10/17/11		1,572.90	2,705.71
11/01/11		-38,307.64	-65,752.38
11/02/11		-91.58	-157.17
11/17/11		900.00	1,540.91
11/17/11		3,946.41	6,756.74
11/17/11		1,190.00	2,037.43
12/02/11		-87.03	-148.66
12/16/11		25.25	43.03
12/16/11		4,654.55	7,932.96
01/04/12		-89.93	-152.84
01/20/12		1,274.11	2,159.96
02/02/12		-89.93	-152.17
02/21/12		3,613.50	6,096.12
03/02/12		-84.13	-141.69
03/02/12		38,516.19	64,866.28
03/16/12		3,037.17	5,103.76
03/16/12		483.01	811.67
03/27/12		116,874.05	196,060.05
04/03/12		-89.93	-150.72
04/19/12		1,045.00	1,746.98
04/19/12		463.95	775.61
05/02/12		-87.03	-145.20
05/21/12		405.00	673.67
05/21/12		1,684.18	2,801.42
05/21/12		81.31	135.25
05/21/12		10,580.43	17,599.18
06/04/12		-89.93	-149.28
06/25/12		233.94	387.06
06/25/12		637.16	1,054.19
06/25/12		332.98	550.92
07/03/12		-87.03	-143.81
07/12/12		136.80	225.73
07/27/12		228.13	375.55
07/27/12		220.00	362.17
07/27/12		62.21	102.41
07/30/12		18,842.70	31,004.69

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
08/02/12		-89.93	-147.93
08/17/12		82.50	135.39
08/17/12		49,919.31	81,920.70
09/05/12		-89.93	-147.16
09/12/12		62,812.85	102,675.99
09/21/12		229.62	374.81
09/21/12		159.60	260.52
10/02/12		-87.03	-141.82
10/23/12		214.24	347.96
10/23/12		114,167.91	185,425.25
11/01/12		-35,874.90	-58,192.90
11/02/12		-89.88	-145.77
11/19/12		98,190.24	158,825.53
11/19/12		529.36	856.25
12/04/12		-85.54	-138.04
12/14/12		163,077.28	262,748.85
12/18/12		130.32	209.84
01/03/13		-88.39	-141.99
01/11/13		11,433.42	18,343.51
02/04/13		-88.39	-141.30
02/12/13		56,406.23	90,057.46
02/15/13		703.73	1,123.04
02/15/13		62.53	99.79
03/04/13		-79.83	-127.02
03/19/13		69.71	110.65
03/21/13		62.53	99.23
03/21/13		703.43	1,116.23
03/22/13		703.43	1,116.06
03/22/13		62.53	99.21
04/02/13		-88.39	-140.02
04/16/13		962.50	1,521.35
05/02/13		-85.54	-134.87
05/23/13		302.50	475.37
06/04/13		-88.39	-138.66
07/02/13		-85.54	-133.60
08/02/13		-88.39	-137.41
09/04/13		-88.39	-136.72
10/02/13		-85.54	-131.73
10/29/13		36,920.00	56,614.89
11/01/13		-37,964.70	-58,198.60
11/04/13		-88.34	-135.36
11/18/13		4,860.12	7,430.54
11/25/13		150,000.00	229,080.11
12/03/13		-83.95	-128.05
12/06/13		250,000.00	381,141.37
01/03/14		-86.75	-131.70

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
01/22/14		99.89	151.19
02/04/14		-86.75	-131.06
03/04/14		-78.36	-117.83
04/02/14		-86.75	-129.87
04/11/14		1,735.00	2,593.72
05/01/14		-43,427.99	-64,718.57
05/02/14		-83.95	-125.09
06/03/14		-84.88	-125.86
07/02/14		-82.15	-121.26
08/04/14		-84.88	-124.66
09/03/14		-84.88	-124.09
10/02/14		-82.15	-119.56
11/04/14		-84.88	-122.91
11/12/14		3,025.19	4,375.10
12/02/14		-82.23	-118.55
01/05/15		-85.01	-121.92
02/03/15		-85.01	-121.39
03/03/15		-76.79	-109.14
04/02/15		-85.01	-120.27
05/04/15		-82.27	-115.81
06/02/15		-85.01	-119.14
07/02/15		-82.27	-114.76
08/04/15		-85.01	-117.99
08/06/15		1,095.00	1,519.32
08/19/15		990.00	1,370.83
08/26/15		1,095.00	1,514.56
09/02/15		-85.01	-117.47
09/30/15		116.96	160.91
10/02/15		-82.27	-113.15
11/02/15		-42,840.90	-58,644.79
11/03/15		-84.90	-116.20
11/19/15		-2,041.61	-2,787.31
12/02/15		-80.48	-109.65
01/05/16		-83.17	-112.73
01/11/16		322.50	436.71
02/01/16		1,302.50	1,758.25
02/02/16		-158.29	-213.64
03/02/16		-155.61	-209.04
03/21/16		405.00	542.44
04/04/16		-166.34	-222.33
04/20/16		621.25	828.29
04/25/16		225.00	299.75
05/03/16		-160.97	-214.18
05/10/16		52,631.92	69,952.18
05/10/16		28,378.69	37,717.63
05/14/16		56.25	74.71

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/23/16		19,381.84	25,707.55
05/26/16		18,350.40	24,328.01
06/02/16		-166.34	-220.32
06/10/16		55,283.72	73,131.37
06/23/16		401.00	529.38
07/05/16		-160.97	-212.10
07/19/16		46,457.33	61,080.34
07/19/16		54.26	71.34
07/26/16		74,882.25	98,344.21
07/26/16		36,634.83	48,113.18
08/02/16		-166.34	-218.25
08/03/16		1,738.91	2,281.23
08/15/16		164.48	215.37
08/15/16		42,638.18	55,830.70
09/02/16		-166.34	-217.23
09/09/16		116.53	152.01
09/14/16		440.00	573.52
10/04/16		-160.97	-209.16
10/20/16		112.50	145.81
11/01/16		-45,279.00	-58,585.36
11/02/16		-166.34	-215.19
11/16/16		2,041.61	2,635.37
12/02/16		-157.20	-202.41
01/04/17		-162.44	-208.11
02/02/17		-238.42	-304.11
03/02/17		-220.08	-279.40
04/04/17		-243.66	-307.78
05/02/17		-309.16	-388.81
06/02/17		-324.88	-406.66
07/05/17		-314.40	-391.51
08/02/17		-324.88	-402.84
09/05/17		-324.88	-400.76
10/03/17		-314.40	-386.13
11/01/17		-47,717.10	-58,347.14
11/02/17		-324.88	-397.19
12/04/17		-306.45	-372.78
01/03/18		-316.66	-383.45
02/02/18		-316.66	-381.71
03/02/18		-286.02	-343.16
04/03/18		-316.66	-378.07
05/02/18		-380.50	-452.23
06/04/18		-395.83	-468.09
07/03/18		-383.06	-450.93
08/02/18		-472.44	-553.62
09/05/18		-474.99	-553.73
09/17/18		-50,851.80	-59,170.51

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
10/02/18		-453.74	-526.72
11/02/18		-461.85	-533.62
12/04/18		-446.96	-513.83
01/03/19		-461.86	-528.54
02/04/19		-461.86	-525.98
03/04/19		-417.16	-472.84
04/02/19		-461.85	-521.20
05/02/19		-446.96	-502.03
05/31/19	CP Bal	560,119.60	626,366.90
05/31/19	CP Acc	144.54	161.64
05/22/21	TOTALS:	1,459,990.82	-2,373,712.44

ISSUE DATE:	05/23/06	REBATABLE ARBITRAGE:	-2,373,712.44
COMP DATE:	05/22/21	NET INCOME:	1,459,990.82
BOND YIELD:	5.732723%	TAX INV YIELD:	3.177923%

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Costs of Issuance Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/23/06	Beg Bal	-177,472.45	-414,251.53
05/23/06		30,000.00	70,025.21
05/23/06		5,000.00	11,670.87
05/23/06		12,500.00	29,177.17
05/23/06		14,311.73	33,406.06
05/25/06		11,534.00	26,913.91
05/25/06		5,000.00	11,667.20
06/08/06		4,997.29	11,637.10
06/13/06		45,589.02	106,079.08
08/15/06		27,561.37	63,510.10
11/22/06		1,423.86	3,231.43
12/13/07		21,491.98	45,943.68
05/22/21	TOTALS:	1,936.80	-989.71

ISSUE DATE:	05/23/06	REBATABLE ARBITRAGE:	-989.71
COMP DATE:	05/22/21	NET INCOME:	1,936.80
BOND YIELD:	5.732723%	TAX INV YIELD:	4.660923%

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Capitalized Interest Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/23/06	Beg Bal	-2,413,492.55	-5,633,510.94
06/01/06		-2,412.20	-5,623.43
07/03/06		-7,128.35	-16,534.64
07/11/06		-857.80	-1,987.22
08/01/06		-14.06	-32.47
08/09/06		-285.88	-659.38
09/01/06		-14.22	-32.69
09/14/06		-253.19	-580.78
09/21/06		190.71	436.98
10/02/06		-14.04	-32.11
10/13/06		-15,625.00	-35,678.55
10/13/06		-252.68	-576.98
10/25/06		793,191.53	1,807,786.18
11/01/06		-2,645.74	-6,024.31
11/08/06		-275.48	-626.57
12/01/06		-941.37	-2,133.41
12/21/06		-4,455.97	-10,066.83
01/02/07		-15.73	-35.48
01/10/07		-4,622.49	-10,411.93
01/22/07		-14,250.00	-32,036.99
02/01/07		-15.02	-33.72
02/08/07		-4,599.68	-10,315.10
03/01/07		-23,833.33	-53,255.24
03/02/07		-104.56	-233.60
04/03/07		-2,697.03	-5,996.27
05/01/07		904,363.83	2,001,841.49
05/02/07		-2,592.98	-5,738.75
06/04/07		-2,631.01	-5,793.74
06/22/07		-18,387.66	-40,377.14
07/03/07		-2,480.97	-5,438.52
07/20/07		-14,250.00	-31,154.06
08/02/07		-3,376.72	-7,368.46
09/05/07		-4,589.75	-9,963.70
10/02/07		-4,389.42	-9,488.50
10/19/07		-18,340.76	-39,541.09
11/01/07		905,721.62	1,948,982.13
11/02/07		-4,307.30	-9,267.23
11/05/07		94,801.26	203,870.55

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Capitalized Interest Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/01/08		34.08	71.29
11/03/08		0.06	0.12
05/22/21	TOTALS:	124,150.15	-27,561.10

ISSUE DATE:	05/23/06	REBATABLE ARBITRAGE:	-27,561.10
COMP DATE:	05/22/21	NET INCOME:	124,150.15
BOND YIELD:	5.732723%	TAX INV YIELD:	5.213189%

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/23/06	Beg Bal	-2,213,710.00	-5,167,183.76
06/01/06		2,412.20	5,623.43
07/03/06		7,128.35	16,534.64
07/07/06		190.71	442.09
07/11/06		857.80	1,987.22
08/01/06		14.06	32.47
08/09/06		285.88	659.38
09/01/06		14.22	32.69
09/14/06		253.19	580.78
09/21/06		-190.71	-436.98
10/02/06		14.04	32.11
10/13/06		15,625.00	35,678.55
10/13/06		252.68	576.98
11/01/06		2,645.74	6,024.31
11/08/06		275.48	626.57
12/01/06		941.37	2,133.41
12/21/06		4,455.97	10,066.83
01/02/07		15.73	35.48
01/10/07		4,622.49	10,411.93
01/22/07		14,250.00	32,036.99
02/01/07		15.02	33.72
02/08/07		4,599.68	10,315.10
03/02/07		23,833.33	53,246.88
03/02/07		104.56	233.60
04/03/07		2,697.03	5,996.27
05/02/07		2,592.98	5,738.75
06/04/07		2,631.01	5,793.74
06/22/07		18,387.66	40,377.14
07/03/07		2,480.97	5,438.52
07/20/07		14,250.00	31,154.06
08/02/07		3,376.72	7,368.46
09/05/07		4,589.75	9,963.70
10/02/07		4,389.42	9,488.50
10/19/07		18,340.76	39,541.09
11/02/07		4,307.30	9,267.23
12/04/07		3,898.93	8,346.58
12/10/07		8,550.63	18,287.40
01/03/08		3,877.30	8,262.57
02/04/08		3,550.01	7,528.38
03/04/08		2,662.66	5,620.07
03/14/08		11,379.84	23,981.74
04/02/08		2,455.53	5,160.15
04/14/08		3,217.70	6,749.08
05/01/08		30,613.00	64,039.16
05/02/08		1,971.18	4,122.85
05/13/08		2,282.59	4,765.95

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
06/03/08		1,784.47	3,714.22
06/04/08		2,141.90	4,457.47
07/02/08		1,643.87	3,406.03
07/08/08		1,995.69	4,131.09
08/04/08		3,764.03	7,759.82
09/03/08		1,658.96	3,404.53
10/02/08		1,622.06	3,313.68
10/15/08		3,950.31	8,053.57
10/24/08		-2,137.21	-4,351.02
11/04/08		1,300.56	2,643.58
11/17/08		1,376.83	2,792.90
12/02/08		1,065.20	2,155.68
12/15/08		981.42	1,982.08
01/05/09		766.07	1,542.31
01/15/09		570.56	1,146.89
02/03/09		454.18	910.38
02/10/09		296.95	594.56
03/03/09		259.00	516.71
03/17/09		189.80	377.82
04/02/09		170.56	338.73
04/13/09		30,302.00	60,074.70
05/04/09		107.89	213.19
05/12/09		85.59	168.91
06/02/09		45.03	88.59
06/05/09		89.47	175.93
07/02/09		16.18	31.68
07/09/09		90.06	176.15
08/04/09		60.55	117.97
09/08/09		15.78	30.58
10/09/09		10.66	20.56
10/29/09		51.65	99.29
11/02/09		125,029.21	240,249.73
11/06/09		9.51	18.26
10/13/10		-93,395.16	-170,107.93
08/03/11		180.13	313.48
09/02/11		91.58	158.65
10/04/11		88.63	152.77
11/01/11		38,307.64	65,752.38
11/02/11		91.58	157.17
12/02/11		87.03	148.66
01/04/12		89.93	152.84
02/02/12		89.93	152.17
03/02/12		84.13	141.69
04/03/12		89.93	150.72
05/02/12		87.03	145.20
06/04/12		89.93	149.28

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
07/03/12		87.03	143.81
08/02/12		89.93	147.93
09/05/12		89.93	147.16
10/02/12		87.03	141.82
11/01/12		35,874.90	58,192.90
11/02/12		89.88	145.77
12/04/12		85.54	138.04
01/03/13		88.39	141.99
02/04/13		88.39	141.30
03/04/13		79.83	127.02
04/02/13		88.39	140.02
05/02/13		85.54	134.87
06/04/13		88.39	138.66
07/02/13		85.54	133.60
08/02/13		88.39	137.41
09/04/13		88.39	136.72
10/02/13		85.54	131.73
11/01/13		37,964.70	58,198.60
11/04/13		88.34	135.36
12/03/13		83.95	128.05
01/03/14		86.75	131.70
02/04/14		86.75	131.06
03/04/14		78.36	117.83
04/02/14		86.75	129.87
05/01/14		43,427.99	64,718.57
05/02/14		83.95	125.09
06/03/14		84.88	125.86
07/02/14		82.15	121.26
08/04/14		84.88	124.66
09/03/14		84.88	124.09
10/02/14		82.15	119.56
11/04/14		84.88	122.91
11/12/14		-3,025.19	-4,375.10
12/02/14		82.23	118.55
01/05/15		85.01	121.92
02/03/15		85.01	121.39
03/03/15		76.79	109.14
04/02/15		85.01	120.27
05/04/15		82.27	115.81
06/02/15		85.01	119.14
07/02/15		82.27	114.76
08/04/15		85.01	117.99
09/02/15		85.01	117.47
10/02/15		82.27	113.15
11/02/15		42,840.90	58,644.79
11/03/15		84.90	116.20

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
12/02/15		80.48	109.65
01/05/16		83.17	112.73
02/02/16		158.29	213.64
03/02/16		155.61	209.04
04/04/16		166.34	222.33
05/03/16		160.97	214.18
06/02/16		166.34	220.32
07/05/16		160.97	212.10
08/02/16		166.34	218.25
09/02/16		166.34	217.23
10/04/16		160.97	209.16
11/01/16		45,279.00	58,585.36
11/02/16		166.34	215.19
12/02/16		157.20	202.41
01/04/17		162.44	208.11
02/02/17		238.42	304.11
03/02/17		220.08	279.40
04/04/17		243.66	307.78
05/02/17		309.16	388.81
06/02/17		324.88	406.66
07/05/17		314.40	391.51
08/02/17		324.88	402.84
09/05/17		324.88	400.76
10/03/17		314.40	386.13
11/01/17		47,717.10	58,347.14
11/02/17		324.88	397.19
12/04/17		306.45	372.78
01/03/18		316.66	383.45
02/02/18		316.66	381.71
03/02/18		286.02	343.16
04/03/18		316.66	378.07
05/02/18		380.50	452.23
06/04/18		395.83	468.09
07/03/18		383.06	450.93
08/02/18		472.44	553.62
09/05/18		474.99	553.73
09/17/18		50,851.80	59,170.51
10/02/18		453.74	526.72
11/02/18		461.85	533.62
12/04/18		446.96	513.83
01/03/19		461.86	528.54
02/04/19		461.86	525.98
03/04/19		417.16	472.84
04/02/19		461.85	521.20
05/02/19		446.96	502.03

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/31/19	CP Bal	1,787,823.90	1,999,276.08
05/31/19	CP Acc	461.86	516.49
05/22/21	TOTALS:	252,186.36	-1,974,002.20

ISSUE DATE:	05/23/06	REBATABLE ARBITRAGE:	-1,974,002.20
COMP DATE:	05/22/21	NET INCOME:	252,186.36
BOND YIELD:	5.732723%	TAX INV YIELD:	0.995490%

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.732723%)
05/22/07		-1,400.00	-3,088.75
05/22/08		-1,430.00	-2,981.56
05/22/09		-1,490.00	-2,935.94
05/22/10		-1,500.00	-2,793.22
05/22/11		-1,520.00	-2,674.92
05/22/12		-1,550.00	-2,577.82
05/22/13		-1,590.00	-2,499.03
05/22/14		-1,620.00	-2,406.26
05/22/15		-1,650.00	-2,316.14
05/22/16		-1,650.00	-2,188.86
05/22/17		-1,670.00	-2,093.65
05/22/18		-1,700.00	-2,014.14
05/22/19		-1,730.00	-1,937.04
05/22/21	TOTALS:	-20,500.00	-32,507.33

ISSUE DATE: 05/23/06 REBATABLE ARBITRAGE: -32,507.33
COMP DATE: 05/22/21
BOND YIELD: 5.732723%

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

YIELD RESTRICTION CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.857723%)
05/22/09	CF MS Bal	-4,569,964.06	-9,137,025.71
05/22/09	CF MS Acc	-255.80	-511.44
05/22/09	CF MMkt Bal	-27,135.29	-54,253.35
05/22/09	CF MMkt Acc	-0.95	-1.90
06/02/09		-45.03	-89.89
06/05/09		-89.47	-178.51
06/12/09		261.74	521.64
06/12/09		718.27	1,431.48
07/02/09		-16.18	-32.14
07/09/09		-90.06	-178.71
07/17/09		6,808.48	13,493.09
07/17/09		549.19	1,088.39
07/17/09		1,357.31	2,689.93
08/04/09		-60.55	-119.67
08/17/09		100.00	197.23
08/17/09		413.07	814.70
08/17/09		4,515.35	8,905.60
08/28/09		720.00	1,417.55
09/08/09		-15.78	-31.02
09/18/09		585.00	1,148.07
09/18/09		4,645.60	9,117.05
09/18/09		7,646.45	15,006.26
10/09/09		-10.66	-20.85
10/15/09		1,488.65	2,908.87
10/15/09		2,997.47	5,857.16
10/29/09		-51.65	-100.70
11/06/09		-9.51	-18.52
11/17/09		1,696.64	3,298.32
11/17/09		107.33	208.65
11/17/09		283.53	551.19
11/17/09		2,002.09	3,892.12
12/21/09		2,086.14	4,033.47
12/21/09		3,170.00	6,129.07
12/21/09		44,898.08	86,808.61
01/21/10		52,649.01	101,306.12
01/21/10		145.00	279.01
01/21/10		356.05	685.10
01/21/10		175.00	336.73
01/21/10		526,654.10	1,013,376.80
02/23/10		623.75	1,194.06
02/23/10		341.26	653.28
02/23/10		10,838.57	20,748.59
03/05/10		970.00	1,853.33
03/11/10		657.92	1,255.84
03/11/10		353.46	674.69
03/11/10		70.00	133.62

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

YIELD RESTRICTION CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.857723%)
04/13/10		397.00	753.92
04/13/10		1,406.00	2,670.05
04/13/10		264.27	501.86
04/13/10		260.00	493.75
05/27/10		178.61	336.80
05/27/10		4,195.22	7,910.87
05/27/10		3,800.00	7,165.61
06/03/10		2,041.61	3,846.13
06/21/10		19,581.00	36,781.78
06/21/10		393.75	739.64
06/21/10		500.00	939.22
07/20/10		185.80	347.40
07/20/10		3,241.00	6,059.78
08/17/10		492.23	916.36
08/17/10		223.23	415.58
08/17/10		4,230.61	7,875.90
09/22/10		3,753.22	6,948.06
09/22/10		199.22	368.80
10/18/10		1,475.00	2,719.20
10/18/10		87.94	162.12
11/18/10		150.00	275.20
11/18/10		87.74	160.97
11/18/10		4,068.89	7,465.09
12/29/10		1,240.00	2,260.09
12/29/10		268.08	488.62
01/03/11		15,165.69	27,624.03
01/25/11		130.00	235.96
01/25/11		85.27	154.77
01/25/11		2,078.96	3,773.45
02/28/11		2,917.73	5,267.92
02/28/11		333.64	602.38
03/22/11		236.01	424.48
03/22/11		1,315.95	2,366.80
03/22/11		577.50	1,038.66
04/12/11		155.48	278.74
04/12/11		4,616.75	8,276.86
04/12/11		9,399.50	16,851.33
05/02/11		490,000.00	875,653.90
05/02/11		1,512,687.19	2,703,245.78
05/20/11		9,896.64	17,634.80
05/20/11		511.81	911.99
05/20/11		924.46	1,647.29
06/23/11		585.59	1,037.95
06/23/11		4,017.50	7,120.99
06/23/11		24.31	43.09
07/20/11		9,458.74	16,693.10

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

YIELD RESTRICTION CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.857723%)
07/20/11		479.83	846.82
08/03/11		-180.13	-317.24
08/22/11		5,602.75	9,837.30
08/22/11		200.00	351.16
09/02/11		-91.58	-160.54
09/16/11		3,982.14	6,964.98
10/04/11		-88.63	-154.57
10/17/11		80.00	139.23
10/17/11		1,572.90	2,737.44
11/01/11		-38,307.64	-66,520.31
11/02/11		-91.58	-159.00
11/17/11		900.00	1,558.82
11/17/11		3,946.41	6,835.29
11/17/11		1,190.00	2,061.11
12/02/11		-87.03	-150.38
12/16/11		25.25	43.53
12/16/11		4,654.55	8,024.39
01/04/12		-89.93	-154.59
01/20/12		1,274.11	2,184.61
02/02/12		-89.93	-153.90
02/21/12		3,613.50	6,165.03
03/02/12		-84.13	-143.28
03/02/12		38,516.19	65,597.07
03/16/12		3,037.17	5,161.01
03/16/12		483.01	820.77
03/27/12		116,874.05	198,252.17
04/03/12		-89.93	-152.40
04/19/12		463.95	784.22
04/19/12		1,045.00	1,766.38
05/02/12		-87.03	-146.80
05/21/12		405.00	681.07
05/21/12		1,684.18	2,832.22
05/21/12		81.31	136.74
05/21/12		10,580.43	17,792.71
06/04/12		-89.93	-150.92
06/25/12		332.98	556.91
06/25/12		637.16	1,065.66
06/25/12		233.94	391.27
07/03/12		-87.03	-145.37
07/12/12		136.80	228.18
07/27/12		62.21	103.51
07/27/12		220.00	366.07
07/27/12		228.13	379.60
07/30/12		18,842.70	31,338.33
08/02/12		-89.93	-149.52
08/17/12		82.50	136.84

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

YIELD RESTRICTION CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.857723%)
08/17/12		49,919.31	82,797.51
09/05/12		-89.93	-148.73
09/12/12		62,812.85	103,766.21
09/21/12		229.62	378.78
09/21/12		159.60	263.28
10/02/12		-87.03	-143.31
10/23/12		114,167.91	187,368.17
10/23/12		214.24	351.60
11/01/12		-35,874.90	-58,801.07
11/02/12		-89.88	-147.29
11/19/12		98,190.24	160,475.65
11/19/12		529.36	865.15
12/04/12		-85.54	-139.47
12/14/12		163,077.28	265,456.29
12/18/12		130.32	212.00
01/03/13		-88.39	-143.44
01/11/13		11,433.42	18,530.84
02/04/13		-88.39	-142.73
02/12/13		56,406.23	90,967.63
02/15/13		703.73	1,134.38
02/15/13		62.53	100.80
03/04/13		-79.83	-128.29
03/19/13		69.71	111.76
03/21/13		703.43	1,127.36
03/21/13		62.53	100.21
03/22/13		703.43	1,127.18
03/22/13		62.53	100.20
04/02/13		-88.39	-141.41
04/16/13		962.50	1,536.39
05/02/13		-85.54	-136.19
05/23/13		302.50	480.01
06/04/13		-88.39	-140.01
07/02/13		-85.54	-134.89
08/02/13		-88.39	-138.71
09/04/13		-88.39	-138.00
10/02/13		-85.54	-132.96
10/29/13		36,920.00	57,137.50
11/01/13		-37,964.70	-58,735.43
11/04/13		-88.34	-136.61
11/18/13		4,860.12	7,498.65
11/25/13		150,000.00	231,174.46
12/03/13		-83.95	-129.21
12/06/13		250,000.00	384,611.65
01/03/14		-86.75	-132.88
01/22/14		99.89	152.55
02/04/14		-86.75	-132.22

Palm Coast Park
Community Development District
(City of Palm Coast, Flagler County, Florida)
$31,780,000
Special Assessment Bonds
Series 2006
Acquisition and Construction Fund

YIELD RESTRICTION CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.857723%)
03/04/14		-78.36	-118.86
04/02/14		-86.75	-131.00
04/11/14		1,735.00	2,616.23
05/01/14		-43,427.99	-65,275.88
05/02/14		-83.95	-126.16
06/03/14		-84.88	-126.93
07/02/14		-82.15	-122.28
08/04/14		-84.88	-125.69
09/03/14		-84.88	-125.11
10/02/14		-82.15	-120.52
11/04/14		-84.88	-123.89
11/12/14		3,025.19	4,409.94
12/02/14		-82.23	-119.49
01/05/15		-85.01	-122.87
02/03/15		-85.01	-122.32
03/03/15		-76.79	-109.96
04/02/15		-85.01	-121.17
05/04/15		-82.27	-116.67
06/02/15		-85.01	-120.01
07/02/15		-82.27	-115.59
08/04/15		-85.01	-118.82
08/06/15		1,095.00	1,530.05
08/19/15		990.00	1,380.45
08/26/15		1,095.00	1,525.15
09/02/15		-85.01	-118.29
09/30/15		116.96	162.02
10/02/15		-82.27	-113.93
11/02/15		-42,840.90	-59,041.92
11/03/15		-84.90	-116.99
11/19/15		-2,041.61	-2,806.02
12/02/15		-80.48	-110.38
01/05/16		-83.17	-113.47
01/11/16		322.50	439.57
02/01/16		1,302.50	1,769.62
02/02/16		-158.29	-215.02
03/02/16		-155.61	-210.37
03/21/16		405.00	545.85
04/04/16		-166.34	-223.72
04/20/16		621.25	833.43
04/25/16		225.00	301.60
05/03/16		-160.97	-215.50
05/10/16		52,631.92	70,381.21
05/10/16		28,378.69	37,948.96
05/14/16		56.25	75.17
05/23/16		19,381.84	25,864.08
05/26/16		18,350.40	24,475.90

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YIELD RESTRICTION CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.857723%)
06/02/16		-166.34	-221.65
06/10/16		55,283.72	73,572.45
06/23/16		401.00	532.55
07/05/16		-160.97	-213.36
07/19/16		46,457.33	61,440.65
07/19/16		54.26	71.76
07/26/16		36,634.83	48,395.86
07/26/16		74,882.25	98,922.01
08/02/16		-166.34	-219.53
08/03/16		1,738.91	2,294.58
08/15/16		164.48	216.62
08/15/16		42,638.18	56,155.12
09/02/16		-166.34	-218.48
09/09/16		116.53	152.88
09/14/16		440.00	576.80
10/04/16		-160.97	-210.34
10/20/16		112.50	146.63
11/01/16		-45,279.00	-58,910.68
11/02/16		-166.34	-216.38
11/16/16		2,041.61	2,649.87
12/02/16		-157.20	-203.51
01/04/17		-162.44	-209.22
02/02/17		-238.42	-305.70
03/02/17		-220.08	-280.83
04/04/17		-243.66	-309.33
05/02/17		-309.16	-390.73
06/02/17		-324.88	-408.62
07/05/17		-314.40	-393.36
08/02/17		-324.88	-404.71
09/05/17		-324.88	-402.57
10/03/17		-314.40	-387.84
11/01/17		-47,717.10	-58,599.90
11/02/17		-324.88	-398.91
12/04/17		-306.45	-374.36
01/03/18		-316.66	-385.03
02/02/18		-316.66	-383.25
03/02/18		-286.02	-344.50
04/03/18		-316.66	-379.52
05/02/18		-380.50	-453.91
06/04/18		-395.83	-469.78
07/03/18		-383.06	-452.52
08/02/18		-472.44	-555.51
09/05/18		-474.99	-555.56
09/17/18		-50,851.80	-59,363.50
10/02/18		-453.74	-528.42
11/02/18		-461.85	-535.28

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YIELD RESTRICTION CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.857723%)
12/04/18		-446.96	-515.37
01/03/19		-461.86	-530.08
02/04/19		-461.86	-527.45
03/04/19		-417.16	-474.12
04/02/19		-461.85	-522.56
05/02/19		-446.96	-503.28
05/31/19	CP Bal	560,119.60	627,873.62
05/31/19	CP Acc	144.54	162.02
05/22/21	TOTALS:	15,008.32	-1,479,860.62

ISSUE DATE:	05/23/06	YIELD REDUCTION AMT:	-1,479,860.62
COMP DATE:	05/22/21	NET INCOME:	15,008.32
BOND YIELD:	5.857723%	TAX INV YIELD:	0.098818%

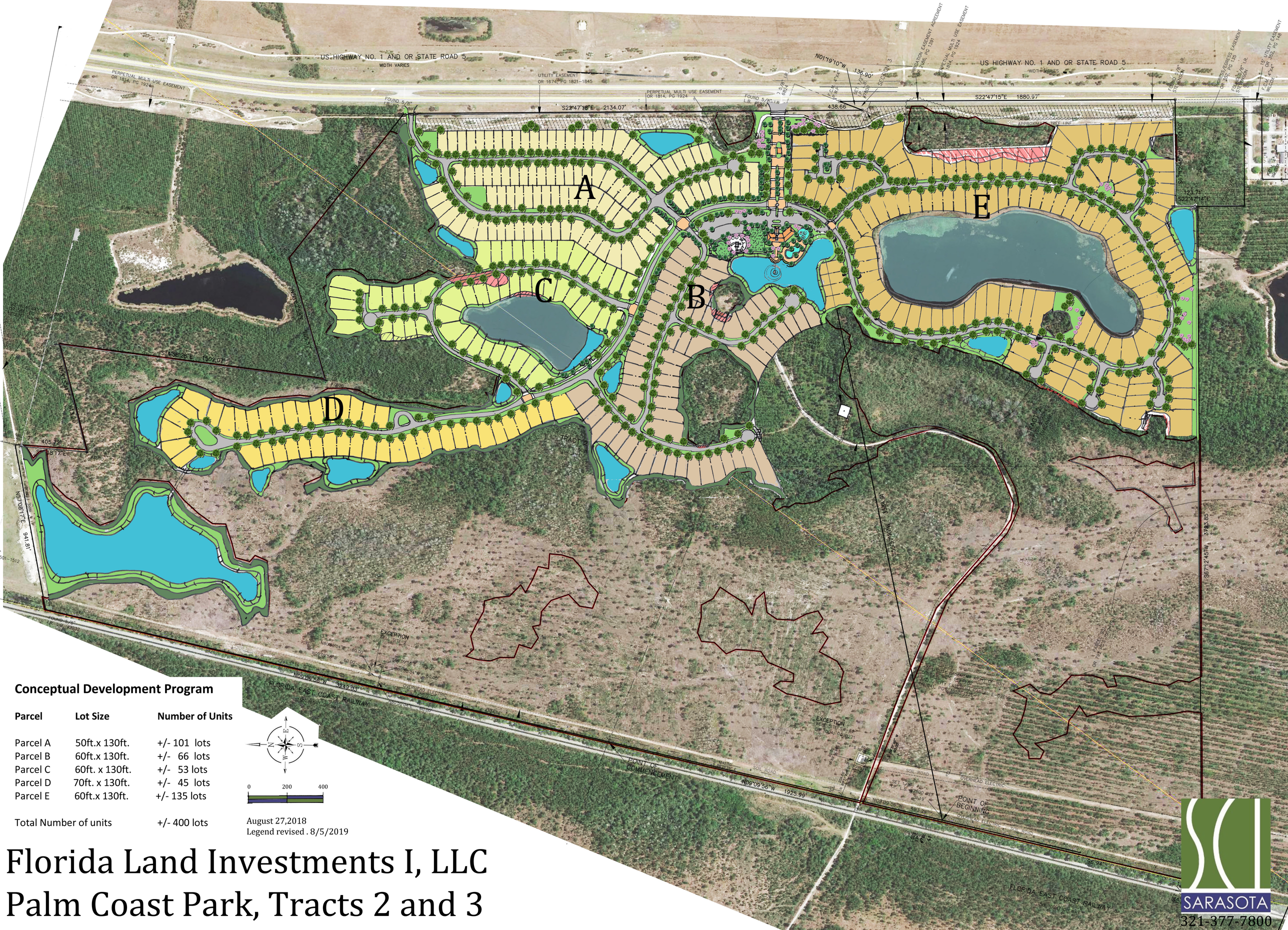
Eighth Order of Business

8A.

Palm Coast Park CDD Landscape Maintenance Log
Yellowstone Landscape
July - August 2019

7/2/2019	All Turf Areas Mowed
7/5/2010	Trash Can Liners
7/11/2019	Landscape Inspection w/ Clint Smith
7/16/2019	All Turf Areas Mowed
7/18/2019	Landscape Inspection w/ Clint Smith
7/24/2019	Trash Can Liners
7/25/2019	Landscape Inspection w/ Clint Smith
8/1/2019	Landscape Inspection w/ Clint Smith
8/6/2019	All Turf Areas Mowed
8/8/2019	Landscape Inspection w/ Clint Smith
8/12/2019	Trash Can Liners
8/15/2019	Landscape Inspection w/ Clint Smith
8/20/2019	All Turf Areas Mowed
8/22/2019	Landscape Inspection w/ Clint Smith
8/26/2019	Bridge Prune / Detail
8/29/2019	Landscape Inspection w/ Clint Smith

8B.



Conceptual Development Program

Parcel	Lot Size	Number of Units
Parcel A	50ft.x 130ft.	+/- 101 lots
Parcel B	60ft.x 130ft.	+/- 66 lots
Parcel C	60ft. x 130ft.	+/- 53 lots
Parcel D	70ft. x 130ft.	+/- 45 lots
Parcel E	60ft.x 130ft.	+/- 135 lots
Total Number of units		+/- 400 lots

August 27,2018
Legend revised . 8/5/2019

Florida Land Investments I, LLC
Palm Coast Park, Tracts 2 and 3

SARASOTA
321-377-7800

8C.

CONTRACT FOR LANDSCAPE MANAGEMENT SERVICES OF PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT

THIS CONTRACT executed this ____ day of _____, 2019 by and between **The Palm Coast Park Community Development District** (the "District"), a chapter 190, Florida Statutes, unit of local special purpose government whose mailing address is 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 and **Yellowstone Landscape** (the "Contractor") for the Palm Coast Park Landscape Management Services (the "Landscape Services").

WITNESSETH

That in consideration of the mutual covenants and conditions set forth herein, the parties agree and acknowledge as follows:

1. The Contractor is the selected proposer the Landscape Services and has been awarded this Contract to furnish all labor, equipment and materials pursuant to the plans and specifications identified in Request for Proposal for Palm Coast Park Landscape Management Services, as amended (the "RFP").

2. The Contract Documents shall consist of the following documents that are incorporated by reference and taken as true.

a. The Contract;
b. Proposal and all Proposal Documents;
c. Instruction to Proposers;
d. Performance and statutory payment bond;
e. Scope of Services/Project Manual (attached hereto as **Attachment A**);
f. Map of Services Levels (attached hereto as **Attachment B**);
g. Map of Weir Locations (attached hereto as **Attachment C**)
h. Drawings and Specifications;
i. All addenda;
j. Notice to Award;
k. Notice to Proceed; and
l. Any and all amendments or change orders.

3. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work as called for by the Contract Documents for the total sum identified in the Contractor's Proposal and Contract Documents as set forth under paragraph 2 above.

4. In consideration for the Contractor's good faith performance of the Contract, the Owner shall pay the Contractor the Contract Amount of $**101,880** in accordance with terms and conditions stated in the Contract Documents.

5. The Contractor accepts the relationship of trust and confidence established between it and the District by the Contract. The Contractor covenants with the District to furnish his good faith effort and judgment to cooperate with the Engineer and District in furthering the interest of the District. The Contractor agrees to furnish efficient business administration, superintendence and to use its good faith effort to furnish at all times an adequate supply of workmen and materials, and to perform the work identified in the Contract Documents in the best way, most expeditions and economical manner consistent with the interest of the District.

6. For the additional sum of Ten Dollars ($10.00) which has been included in the prices set forth above in the Contract Amount, the Contractor shall indemnify and hold harmless the District to the fullest extent called for by the Contract Documents.

7. Any and all written notices required to be given or received by the parties shall be made to following parties unless otherwise agreed to by the parties.

DISTRICT: Attn: Bob Koncar
Inframark Infrastructure Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071

CONTRACTOR: Yellowstone Landscape
3235 N. State Street
Bunnell, FL 32110

8. No party may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party.

9. This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

10. The term of this Agreement shall commence October 1, 2019 and shall continue for a period of twenty-four (24) months from the date of commencement unless otherwise terminated in accordance with the Contract Documents. This Agreement may be renewed in writing by mutual agreement of the parties hereto for up to three (3) additional twelve (12) month periods.

11. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to supplement, limit, or otherwise vary the text of this Contract.

12. The invalidity or unenforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13. This Contract shall be governed and construed according to the laws of the state of Florida. Any all litigation in law or equity, all claims, disputes or other matters in question shall be resolved in the Seventh Judicial Circuit Court of Flagler County, Florida.

14. Compliance with Public Records Laws:

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 Sandra Demarco ("Public Records Custodian"). Among other requirements and to the extent applicable by law, 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 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 CONTRACTOR, 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM, OR 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

15. Section 287.133, Florida Statutes, provides that a person or affiliate, as defined in that Section, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any such person or affiliate convicted of a public entity crime shall provide written notice of such conviction to the District within 30 days after the date of such conviction. **Contractor** warrants that they are in compliance with these terms as well as any subcontractor hired to perform landscape maintenance under this Contract.

16. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

17. Contractor shall follow the requirements of the Public Records Laws Chapters 257, 119 Florida Statutes and Florida administrative codes and destroy records in accordance with the requirements of the law.

18. Bills or requests for payment of fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

19. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

20. Each party represents it has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement. Each person signing this Agreement on behalf of the entities identified herein, represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the entity on whose behalf such individual has signed this Agreement, and that by signing this Agreement such entity shall be bound by the terms contained in this Agreement.

IN WITNESS HEREOF, the parties hereto have duly executed the Contract under their respective seals, the day and date written above (the "Effective Date").

Signed, sealed and delivered
in the presence of:

Palm Coast Park Community Development District (the "District")

_____
Witness

By: _____
David Root, Chairman

_____
Witness

"Contractor"

_____
Witness

By:_____

Its:

_____
Witness

ATTACHMENT A

SCOPE OF SERVICES

SCOPE OF SERVICES

PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
GENERAL LANDSCAPE MAINTENANCE SPECIFICATIONS

I. LANDSCAPE MAINTENANCE PROGRAM

The Maintenance Contractor is hereby made aware that the Palm Coast Park Community Development District (hereinafter "**CDD**") anticipates that the landscape maintenance at this site shall be of the very highest quality possible. The goal of the landscape maintenance program is to present a well maintained development as seen from all public roadways both on-site and off-site adjacent to the development. The scope of the work is included in the specifications and the Map of Service Levels.

A. Turfgrass Specifications -

1 Mowing -

a. Mowing limits - Mow all turf areas from the outside limit of the linear park to the road side slope of FDOT swale adjacent to US-1 and the south side of Matanzas Woods Parkway to the pipes under the road that drain the conservation area to the canal.

b. Frequency of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance of the turf. Scheduled cuts missed due to inclement weather will be made up as soon as possible.

- **Bahia Turf** will be cut (18) times per year with a rotary type mower. Additional mowing requested by the CDD will be invoiced separately from current contract.

c. Mower blades will be kept sharp at all times to prevent the tearing of grass blades.

d. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.

e. Turf will be cut to a desirable height with no more than 1/3 of leaf blade removed during each mowing. This practice enhances good health and vigor of the turf.

- **Bahia Turf** will be cut to a mowing height of 3 to 4 inches.

2 Edging & Trimming -

a. **Contractor** will neatly edge and trim around all plant beds, curbs, streets, trees, and buildings, etc. to maintain the shape and configuration. Edge a minimum of every other mowing.

b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.

c. All walks and streets, if needed, will be blown after edging to maintain a clean, well-groomed appearance.

d. All grass runners will be removed after edging to keep mulch areas free from weeds or encroaching grass.

e. "Hard" edging, "Soft" edging, and string trimming clean up shall be performed in conjunction with turf mowing.

f Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

3 Debris Removal -

a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).

b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of **Contractor,** at no additional expense to the **CDD**.

4. Fertilizer -

a. Turf will be fertilized as stated herein using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.

b. General Information Pertaining to All Lawn Grasses -

In general, two weeks after spring re-growth apply a complete fertilizer (such as 16-4-8) with at least 30% of the nitrogen in slow-release form (e.g. natural organics such as sludge or coated ureas, IBDU, ureaform, etc.). Slow-release (water-insoluble) nitrogen, provides nutrients to lawns over an extended period.

Fertilizer recommendations are made in terms of *pounds of nitrogen*. Fertilizers are normally applied at the rate of 1 pound of nitrogen per 1000 square feet. This is calculated by dividing the percent nitrogen (the first number of the analysis) into 100. Example: If applying a 16-4-8 fertilizer, divide 16 into 100 which equal approximately 6. Therefore, 6 pounds of the 16-4-8 should be spread over 1000 square feet of lawn area.

In the fall, apply a fertilizer high in potassium (such as 12-2-14). Potassium helps the grass over winter, tolerate cold temperatures, and green-up quickly in the spring. Do not apply nitrogen too late in the growing season, as this can slow re-growth the following spring. Note: Where applications of iron are recommended, be advised that iron materials will stain sidewalks, driveways, and other masonry surfaces.

Specific Lawn Fertilization Guidelines -

Table 1
Calendar Guide to Annual Turfgrass Fertilization

TURF	MONTH											
	J	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**
Bahia			C		SRN		FE	C				

C= Complete fertilizer (NPK, minor elements) granular with a minimum 30% slow release N.
N= Nitrogen only.
SRN = Nitrogen only in slow release form.
FE = Iron only.

- **Bahia** - Established bahiagrass lawns have relatively low fertility requirements. Bahiagrass shall receive 3 pounds of nitrogen per 1000 sq. ft. during the growing season.

  One of the disadvantages of bahiagrass is its tendency to yellow due to iron deficiency. This problem can be overcome by using a complete fertilizer, which contains iron, or by adding a separate iron material. Soluble iron sources that may be used include ferrous ammonium sulfate, ferrous sulfate and various iron chelates. Avoid oxide forms of iron, as they will be much less effective than sulfates or chelated forms in alleviating iron deficiency. Apply ferrous sulfate at the rate of 2 ounces in 3 to 5 gallons of water per 1000 square feet. This can be applied evenly and easily with a hose-end applicator. Follow chelated iron label directions if using one of these materials.

c. All sidewalks, roads and curbs will be swept clean of any granular fertilizer after application to minimize staining.

d. Fertilization shall extend to mowing limits described above.

e. Provide notice to **CDD** each time work is accomplished.

5. Insect, Disease and Weed Control -

a. Use chemical & mechanical means to prevent weeds from encroaching upon lawns.

b. Treatment of turf areas for turf damaging insect infestation or disease and weed control will be the responsibility of **Contractor.**

c. All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.

d. **Contractor or subcontractor** must possess an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.

e. Pest control shall extend to mowing limits described above.

f. Provide notice to **CDD** each time work is accomplished.

B. Plant Material

1. Shrub Maintenance -

Maintain all shrubs within the linear park, R.O.W and around the well sites.

2. Shrubs -

a. All pruning and thinning will be performed twelve (12) times per year to retain the intended natural shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.

b. Any plant material that is damaged or obstructing traffic (e.g., pedestrian, automobile) will be pruned as needed.

c. Specifics related to Pruning:

- **Evergreen Shrubs** - (Pittosporum, Viburnum, Ligustrum, Dwarf Chinese Holly, etc.). Used as massed type plant, Do not prune into individual shrubs. Allow to form a dense mass of plants, or height determined by Landscape Architect.

- **Waxmyrtle** - (Shrub) Allow to take on natural habit of growth. Needs very little pruning. Only prune extraneous growth.

- **Evergreen Shrubs** - (Ligustrum, Viburnum, etc.) Used as a hedge type plant. Keep fairly tight in character. Height to be determined by Landscape Architect. Prune sides on an angle to allow sunlight penetration to bottom of hedge.

d Clippings are to be removed by **Contractor** following pruning.

2 Tree Maintenance -

a. **Small & Medium Trees** - (up to 20 ft.) - will be cleared of sprouts from trunk one (1) time per year. "Lifting" of limbs up to 10 feet above the ground is included. *Tree work at elevations above 10 feet from the ground is not included within this agreement. Work can be provided as a separate service.*

b. **Palm Trees** - Only brown or broken fronds will be removed at time of pruning. All palms will be pruned two (2) times per year. Tree Trunks (the boot) shall be tight trimmed to a level two feet below the bottom frond.

c. **Specifics related to Pruning** -

- **American Holly** - Allow tree to form to its natural character. Do not prune into geometric forms.

- **Drake Elm** - Allow tree to form a natural canopy type head (for shade), maintain a clear trunk of approximately 6' - 7' height so as to allow good visibility. The trees need no pruning (except for dead wood or growth on the main tree trunk) unless the tree is disorganized and needs pruning in certain areas in order to achieve balance.

- **Crape Myrtle** - Allow this plant to form its natural shape. Remove all foliage and sucker growth from the stems to approximately 1/3 height of the plant. Allow the tree to achieve a maximum height of approximately 12'. Prune all stems of the tree each year before spring to insure that the tree will bloom profusely. Blooms occur on the new growth which is generated from pruning.

- **Tree Form Ligustrum and Waxmyrtle** - Always remove sucker growth from the stems of these plants to 1/3 the overall height of the plant. The plants should form a spreading canopy head and the plants are best when the branching character is allowed to be seen. Do not make poodle shapes out of these plants.

d **Contractor** will maintain staking and guying of new trees; re-staking of trees due to extreme weather is provided as a separate, billable service.

3. Edging and Trimming -

a. Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental conditions permit.

b. "Weedeating" type edging will not be used around tree trunks. Maintain a 2' diameter mulched beds around free-standing trees.

4. Insect, Disease and Weed Control -

a. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments (e.g., Asian Scale [*cycad aulacaspis scale*] infestations on Sago Palms), **Contractor** will offer suggestions regarding best course of action.

b. Open ground in plant beds will be treated by manual or chemical means to control weeds, as environmental, horticultural and weather conditions permit.

c. **Contractor** will maintain an application log and have MSDS sheets available for each product used on the **CDD's** property.

d. The **CDD** must provide access to a suitable water source on their property for use by **Contractor** in spray applications.

5. Fertilization -

a. Shrubs and ground cover shall be fertilized three (3) times per year with a recommended analysis (e.g., 8-10-10) containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring, summer and fall, according to environmental conditions.

b. Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer (minimum 30% slow release nitrogen) at recommended rates according to the size of the trees. Rate will be 1 pound of nitrogen per 1000 sq. ft. per application.

- Small & Medium Trees will be fertilized one (1) time per year.

c. Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to the size of the trees. Rate shall be 6 pounds/palm/application.

- Standard Palms will be fertilized one (1) time per year (Sabal, etc.)
- Tropical Palms will be fertilized three (3) times per year (Fan, etc.)
- Specialty Palms will be fertilized four (4) times per year (Phoenix, etc.)

C. Mulching

Mulch will be replenished to a depth of 2 1/2 - 3 inches one (1) time per year during the winter months. Mulch shall be pine needles.

II. OPTIONAL SERVICES

A. **Contractor** will provide routine services (such as plant material replacement), special services and/or landscape enhancements over and above the Contract Specifications with written approval from an authorized management representative of the **CDD.**

B. Materials are additional, according to the standard **Contractor** material price schedule that is in effect at any given time.

C. Thatch removal/verticutting/top dressing. – *can be provided as an additional, billable service.*

D. Selective pruning of wooded areas. – *can be provided as an additional, billable service.*

III. PERSONNEL

A. **Contractor** will provide all labor, transportation and supervision necessary to perform the work described herein.

B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.

C. Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law.

D. **Contractor** recognizes that its personnel are perceived as representatives of the **CDD** while on the **CDD's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workmanlike manner at all times.

E. Any damage caused by **Contractor** personnel shall be repaired promptly at no cost to the **CDD.**

F. **Contractor** reserves the right to utilize qualified subcontractors at any time during this contract period (e.g. Palm pruning, sod replacement, and irrigation) for specialized tasks. Contractor is responsible for any work done by subcontractors.

G. All work performed by **Contractor** will be coordinated with the **CDD** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

IV. CONTRACTOR'S VEHICLES AND EQUIPMENT

A. **Contractor** service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.

B. All **Contractor** vehicles must operate in a safe and courteous manner while on the **CDD's** property. Pedestrians have the right-of-way, and service vehicles are expected to yield.

C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.

D. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

V. ADDITIONAL PROVISIONS

A. Property inspections will be conducted weekly by an authorized **Contractor** representative. **Contractor** will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish. Inspection report deficiencies will be supplied to the **CDD**. The property inspections shall not relieve the **Contractor** of any of their obligations to fulfill the Contract. Defective work shall be made good, notwithstanding such work and material have been previously inspected by the **CDD** and accepted or estimated for payment. The failure of the **CDD** to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or as preventing the **CDD** at any time subsequently from recovering damages for work found to be defective.

B. If the **Contractor** is delayed at any time in the progress of the landscape maintenance by an act or neglect of the **CDD** or by any employee of the **CDD**, or by changes ordered in the landscape maintenance or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated (delays for rain will only be considered when the NOAA monthly average is exceeded) or by any other causes which the **CDD** determines may justify the delay then the Contract terms may be extended by a Change Order and allow reasonable time extension as the **CDD** may determine.

C. **Contractor** will provide the **CDD** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

D. **Contractor** will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise the **CDD** accordingly. **Contractor** does not provide any warranty, whether express or implied, pertaining to the improvement or survival of the planted or turf areas; furthermore, this proposal does not include any allowance for tree, shrub, or plant replacement. **Contractor** will only be responsible for replacement of plant material that dies as a direct and identifiable result of improper maintenance practices.

Revisions	Date	Approved

	Name	Date
Designed by:	SCS	09/25/08
Drawn by:	SCS	09/25/08
Checked by:	SGL	09/25/08
Approved by:	SGL	09/25/08

SINGHOFEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND COAST ENGINEERING
SAI

PALM COAST
FOREST LCC.

LINEAR PARK
AT
PALM COAST

Attachment B – Map of Service Levels
LANDSCAPE SERVICES MAP

SHEET
1
SAI
JOB No.
2002-060.29

Revision	Date	Approved

	Name	Date
Designed by:	SHH	09/20/08
Drawn by:	SHH	09/20/08
Checked by:	RSL	09/22/08
Approved by:	RSL	09/22/08

SINGHOFEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING

PALM COAST
FOREST LCC.

LINEAR PARK
AT
PALM COAST

Attachment B – Map of Service Levels
LANDSCAPE SERVICES MAP

SHEET
2
SAI
JOB No.
2002-003.28

Ninth Order of Business

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

MEMORANDUM

TO: **Board of Supervisors, Palm Coast Park CDD**

FROM: **Diana Cortes, District Accountant II**

CC: **Bob Koncar, District Manager / Stephen Bloom, Treasurer/Alan Baldwin, Assistant Treasurer**

DATE: **September 11, 2019**

SUBJECT: **August 2019 Financial Report**

Please find attached the August financial report. During your review, please keep in mind that the goals for revenue are to meet or exceed the YTD budget and for expenditures to be at or below the YTD budget. To assist with your review, an overview was provided below. Should you have any questions or require additional information, please contact Diana.Cortes@Inframark.com.

General Fund

- The Non-Ad Valorem assessments collections from the Tax Collector are approximately 99% collected. Compared to last year in the same time period, collections were at 100%.
- Total Expenditures through August 2019 were approximately 90% of the YTD budget.
  - Engineering Svcs - Assistance with Landscape RFP Process.
  - Legal Svcs - Additional services for FDOT easement, District boundaries relative to UMC, and review of assessment methodology.

Debt Service Series 2006

- The total revenues for the Debt Service Fund is approximately 100% of the Annual budget.

PALM COAST PARK
Community Development District

Financial Report

August 31, 2019

Prepared by

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Table of Contents

FINANCIAL STATEMENTS Page #

Balance Sheet - All Funds 1

Statement of Revenues, Expenditures and Changes in Fund Balance

General Fund ..... 2 - 3

Debt Service Fund 4

Capital Projects Fund 5

SUPPORTING SCHEDULES

Non-Ad Valorem Special Assessments Schedule 6

Construction Report and Requisition Listing ..... 7 - 8

Cash and Investment Report 9

Bank Reconciliation 10

Check Register 11

PALM COAST PARK
Community Development District

Financial Statements

(Unaudited)

August 31, 2019

Balance Sheet
August 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2006 DEBT SERVICE FUND	SERIES 2006 CAPITAL PROJECTS FUND	TOTAL
ASSETS				
Cash - Checking Account	$ 36,402	$ -	$ -	$ 36,402
Accounts Receivable	4,042	-	-	4,042
Due From Other Funds	10,972	-	-	10,972
Investments:				
Money Market Account	280,310	-	-	280,310
Construction Fund	-	-	561,819	561,819
Reserve Fund	-	1,787,824	-	1,787,824
Revenue Fund	-	821,703	-	821,703
Prepaid Items	4,830	-	-	4,830
TOTAL ASSETS	**$ 336,556**	**$ 2,609,527**	**$ 561,819**	**$ 3,507,902**
LIABILITIES				
Accounts Payable	$ 834	$ -	$ -	$ 834
Deposits	25,000	-	-	25,000
Due To Other Funds	-	10,972	-	10,972
TOTAL LIABILITIES	**25,834**	**10,972**	**-**	**36,806**
FUND BALANCES				
Nonspendable:				
Prepaid Items	4,830	-	-	4,830
Restricted for:				
Debt Service	-	2,598,555	-	2,598,555
Capital Projects	-	-	561,819	561,819
Assigned to:				
Operating Reserves	70,160	-	-	70,160
Unassigned:	235,732	-	-	235,732
TOTAL FUND BALANCES	**$ 310,722**	**$ 2,598,555**	**$ 561,819**	**$ 3,471,096**
TOTAL LIABILITIES & FUND BALANCES	**$ 336,556**	**$ 2,609,527**	**$ 561,819**	**$ 3,507,902**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ 1,000	$ 917	$ 6,354	$ 5,437
Interest - Tax Collector	-	-	119	119
Special Assmnts- Tax Collector	291,291	291,291	289,808	(1,483)
Special Assmnts- Discounts	(11,652)	(11,652)	(10,052)	1,600
TOTAL REVENUES	**280,639**	**280,556**	**286,229**	**5,673**
EXPENDITURES				
Administration				
P/R-Board of Supervisors	6,000	5,000	4,600	400
FICA Taxes	459	383	352	31
ProfServ-Arbitrage Rebate	600	600	-	600
ProfServ-Dissemination Agent	5,000	-	-	-
ProfServ-Engineering	2,000	1,833	3,515	(1,682)
ProfServ-Legal Services	6,000	5,500	12,116	(6,616)
ProfServ-Mgmt Consulting Serv	49,000	44,917	44,917	-
ProfServ-Special Assessment	5,750	5,750	5,750	-
ProfServ-Trustee Fees	7,000	7,000	7,383	(383)
Auditing Services	5,000	5,000	4,000	1,000
Postage and Freight	1,200	1,100	775	325
Insurance - General Liability	14,788	14,788	12,348	2,440
Printing and Binding	1,300	1,192	1,411	(219)
Legal Advertising	1,600	1,600	1,703	(103)
Misc-Assessmnt Collection Cost	5,825	5,825	5,595	230
Misc-Contingency	992	909	866	43
Misc-Web Hosting	1,000	917	917	-
Office Supplies	450	412	231	181
Annual District Filing Fee	175	175	175	-
Total Administration	114,139	102,901	106,654	(3,753)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Field				
ProfServ-Administrative	18,000	16,500	16,500	-
Contracts-Landscape	120,000	110,000	99,555	10,445
Contracts-Preserve Management	16,900	16,900	-	16,900
R&M-General	10,000	9,167	3,600	5,567
Misc-Contingency	1,600	1,467	-	1,467
Total Field	166,500	154,034	119,655	34,379
TOTAL EXPENDITURES	**280,639**	**256,935**	**226,309**	**30,626**
Excess (deficiency) of revenues Over (under) expenditures	-	23,621	59,920	36,299
Net change in fund balance	$ -	$ 23,621	$ 59,920	$ 36,299
FUND BALANCE, BEGINNING (OCT 1, 2018)	**250,802**	**250,802**	**250,802**	
FUND BALANCE, ENDING	**$ 250,802**	**$ 274,423**	**$ 310,722**	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ 2,000	$ 1,833	$ 7,198	$ 5,365
Special Assmnts- Tax Collector	2,356,830	2,356,830	2,344,829	(12,001)
Special Assmnts- Discounts	(94,273)	(94,273)	(81,332)	12,941
TOTAL REVENUES	**2,264,557**	**2,264,390**	**2,270,695**	**6,305**
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	47,137	47,137	45,270	1,867
Total Administration	47,137	47,137	45,270	1,867
Debt Service				
Principal Debt Retirement	770,000	770,000	770,000	-
Interest Expense	1,462,905	1,462,905	1,462,905	-
Total Debt Service	2,232,905	2,232,905	2,232,905	-
TOTAL EXPENDITURES	**2,280,042**	**2,280,042**	**2,278,175**	**1,867**
Excess (deficiency) of revenues Over (under) expenditures	(15,485)	(15,652)	(7,480)	8,172
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	-	-	(4,906)	(4,906)
Contribution to (Use of) Fund Balance	(15,485)	-	-	-
TOTAL FINANCING SOURCES (USES)	**(15,485)**	**-**	**(4,906)**	**(4,906)**
Net change in fund balance	$ (15,485)	$ (15,652)	$ (12,386)	$ 3,266
FUND BALANCE, BEGINNING (OCT 1, 2018)	**2,610,941**	**2,610,941**	**2,610,941**	
FUND BALANCE, ENDING	**$ 2,595,456**	**$ 2,595,289**	**$ 2,598,555**	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ -	$ -	$ 1,523	$ 1,523
TOTAL REVENUES	**-**	**-**	**1,523**	**1,523**
EXPENDITURES				
TOTAL EXPENDITURES	**-**	**-**	**-**	**-**
Excess (deficiency) of revenues Over (under) expenditures	-	-	1,523	1,523
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	-	4,906	4,906
TOTAL FINANCING SOURCES (USES)	**-**	**-**	**4,906**	**4,906**
Net change in fund balance	$ -	$ -	$ 6,429	$ 6,429
FUND BALANCE, BEGINNING (OCT 1, 2018)	**-**	**-**	**555,390**	
FUND BALANCE, ENDING	**$ -**	**$ -**	**$ 561,819**	

PALM COAST PARK
Community Development District

Supporting Schedules

August 31, 2019

Non-Ad Valorem Special Assessments - Flagler County Tax Collector
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2019

Date Received	Net Amount Received	Discount / (Penalty) Amount	Collection Cost	Gross Amount Received	Allocation by Fund: General Fund	Allocation by Fund: Series 2006 Debt Service Fund
ASSESSMENTS LEVIED FOR FY 2019				$ 2,648,121	$ 291,291	$ 2,356,830
Allocation %				100%	11%	89%
12/7/2018	$ 1,010,125	$ 40,405	$ 20,203	$ 1,050,530	$ 115,558	$ 934,973
12/21/2018	$ 550,305	$ 22,012	$ 11,006	$ 572,317	$ 62,954	$ 509,362
12/27/2018	$ 931,021	$ 27,931	$ 18,620	$ 958,952	$ 105,484	$ 853,468
1/31/2019	$ 51,802	$ 1,036	$ 1,036	$ 52,838	$ 5,812	$ 47,026
TOTAL	**$ 2,543,253**	**$ 91,384**	**$ 50,865**	**$ 2,634,637**	**$ 289,808**	**$ 2,344,829**
% COLLECTED				99%	99%	99%
TOTAL OUTSTANDING				**$ 13,484**	**$ 1,483**	**$ 12,001**

Construction Report
Series 2006 Bonds

1. Recap of Capital Project Fund Activity Through August 31, 2019

Source of Funds:	Amount
Opening Balance in Construction Account 5/23/2006	$ 26,300,000
Interest Earned	
Construction Account	1,589,470
Cost of Issuance Account (transferred)	1,937
Capitalized Interest Account (transferred)	94,801
Reserve Account (transferred)	116,184
	$ 1,802,392
Transfer from Other Accounts/Funds	
Reserve Account- reduction in Reserve Balance	140,105
Cost of Issuance Account- balance of initial deposit	19,555
General Fund- Reimbursement received for overbilled requisition	2,643
	$ 28,264,694
Use of Funds:	
Disbursements:	
Potable Water, Sanitary Pressure Main and Reclaimed Water Systems	$ 6,701,199
Linear Park System	6,019,069
On-site Environmental Mitigation	169,305
Roadway and Drainage Improvements	1,627,309
Utility Conduit Installation	1,511,118
Development Order Requirements:	
Off-site Traffic Mitigation	7,271,000
Interchange Justification report	4,920
Sidewalk Extensions	191,629
Gopher Tortoise Habitat	433,214
US-1 Park Site Improvements	577,294
Hewitt Sawmill Park Improvements	336,105
Palm Coast Park Bench Installation	41,780
Matanzas Woods Parkway	401,835
Wood Bridges Reconstruction	382,812
Contingency	28,574
Retainage	-
	$ 25,697,163
Transfer to Other Accounts/Funds (2011)	
Interest Account	1,512,687
Reserve Account	3,025
Sinking Account	490,000
	$ 27,702,875
Available Balance in Construction Account at August 31, 2019	**$ 561,819**

Palm Coast Park Community Development District
Capital Improvement Requisition Listing
Series 2006

Payee	Req #	Amount	Wood Bridges Reconst.	Palm Coast Park Bench Installation	Matanzas Woods Parkway	On-site Env. Mitigation	Gopher Tortoise Habitat	Linear Park System	Cont.	Ret.	Interchange Justification Report	Tract A US-1 Park Site Impr.	Sidewalk Ext.	Off-site Traffic Mitigation	Roadway and Drainage Impr to FDOT	Utility Conduit Installation to FPL	Hewitt Sawmill Park Improv.	Potable Water/Sanitary Sewer/Reclaim Water
Total FY 2006		$ 8,274,593	$ -	$ -	$ -	$ 94,591	$ 433,214	$ 90,052	$ 1,125	$ -	$ -	$ -	$ -	$ 7,271,000	$ 283,772	$ -	$ -	$ 100,839
Total FY 2007		$ 9,607,975	$ -	$ -	$ -	$ -	$ -	$ 1,646,910	$ 13,519	$ -	$ -	$ -	$ -	$ -	$ 591,473	$ 1,490,809	$ -	$ 5,865,263
Total FY 2008		$ 4,963,531	$ -	$ -	$ -	$ 74,715	$ -	$ 3,890,988	$ 12,800	$ -	$ -	$ -	$ -	$ -	$ 225,410	$ 9,726	$ 336,105	$ 413,787
Total FY 2009		$ 482,571	$ -	$ -	$ -	$ -	$ -	$ 159,661	$ 1,130	$ (10,113)	$ -	$ -	$ -	$ -	$ -	$ 10,583	$ -	$ 321,310
Total FY 2010		$ 691,419	$ -	$ -	$ -	$ -	$ -	$ 160,325	$ -	$ -	$ 4,440	$ -	$ -	$ -	$ 526,654	$ -	$ -	$ -
Total FY 2011		$ 81,727	$ -	$ -	$ -	$ -	$ -	$ 71,134	$ -	$ 10,113	$ 480	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total FY 2012		$ 437,054	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,211	$ -	$ 245,425	$ 191,629	$ -	$ -	$ -	$ -	$ -
Total FY 2013		$ 331,868	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (25,211)	$ -	$ 331,868	$ -	$ -	$ -	$ -	$ -	$ -
Total FY 2014		$ 443,615	$ -	$ 41,780	$ 401,835	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total FY 2015		$ 2,202	$ 2,202	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total FY 2016		$ 380,497	$ 380,497	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total FY 2017		$ 113	$ 113	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total FY 2018		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total FY 2019		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total requisitions		**$ 25,697,163**	**$ 382,812**	**$ 41,780**	**$ 401,835**	**$ 169,305**	**$ 433,214**	**$ 6,019,069**	**$ 28,574**	**$ (0)**	**$ 4,920**	**$ 577,294**	**$ 191,629**	**$ 7,271,000**	**$ 1,627,309**	**$ 1,511,118**	**$ 336,105**	**$ 6,701,199**

Cash and Investment Report
August 31, 2019

Account Name	Bank Name	Investment Type	Yield		Balance
GENERAL FUND					
Checking Account - Operating	Intracoastal Bank	Checking Account	0.21%	$	36,402
Money Market Account - Operating	Bank United	Money Market Account	1.75%	$	280,310
			Subtotal	$	316,711
DEBT SERVICE AND CAPITAL PROJECTS FUNDS					
Series 2006 Construction Fund	US Bank	Open-Ended Commercial Paper	0.02%	$	561,819
Series 2006 Reserve Fund	US Bank	Open-Ended Commercial Paper	0.02%	$	1,787,824
Series 2006 Revenue Fund	US Bank	Open-Ended Commercial Paper	0.02%	$	821,703
			Subtotal	$	3,171,346
			Total	**$**	**3,488,058**

Palm Coast Park CDD

Bank Reconciliation

Bank Account No.	8778	IntraCoastal Bank - GF Checking
Statement No.	08/19	
Statement Date	8/30/2019	

G/L Balance (LCY)	36,401.52	**Statement Balance**	44,493.61
G/L Balance	36,401.52	**Outstanding Deposits**	0.00
Positive Adjustments	0.00		
		Subtotal	44,493.61
Subtotal	36,401.52	**Outstanding Checks**	8,092.09
Negative Adjustments	0.00	**Differences**	0.00
Ending G/L Balance	36,401.52	**Ending Balance**	36,401.52
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
8/30/2019	Payment	2178	CHIUMENTO, SELIS, DWYER	1,897.60	0.00	1,897.60
8/30/2019	Payment	2179	CLINT SMITH CONSULTING, LLC	1,500.00	0.00	1,500.00
8/30/2019	Payment	2180	INFRAMARK, LLC	4,694.49	0.00	4,694.49
Total Outstanding Checks				**8,092.09**		**8,092.09**

PALM COAST PARK
Community Development District

Check Register

Jul 1 - Aug 31, 2019

PALM COAST PARK
Community Development District

Payment Register by Fund
For the Period from 7/1/2019 to 8/31/2019
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	2160	07/11/19	U.S. BANK	5407351	6/1/19-5/31/20 TRUSTEE SRV 2006 REV FND	7913569	531045-51301	$7,244.84
001	2161	07/17/19	DAYTONA NEWS-JOURNAL	0002332271	7/19/19 BUDGET MTG NOTICE	Legal Advertising	548002-51301	$618.09
001	2162	07/17/19	SINGHOFEN & ASSOCIATES	94	Gen Engineering Svcs June 2019	ProfServ-Engineering	531013-51501	$56.25
001	2163	07/17/19	YELLOWSTONE LANDSCAPE	PC 19928	MAY LANDSCAPE MAINT	Contracts-Landscape	534050-53901	$8,490.00
001	2163	07/17/19	YELLOWSTONE LANDSCAPE	PC 36968	JULY LANDSCAPE MAINT	Contracts-Landscape	534050-53901	$8,490.00
001	2164	07/26/19	ST JOHNS FOREST CDD	07222019-REIMB	REIMB FEDEX	Postage and Freight	541006-51301	$14.07
001	2169	07/31/19	CLINT SMITH CONSULTING, LLC	TPARK-072019	JULY 2019 SERVICES AGREEMENT	ProfServ-Administrative	531001-53901	$1,500.00
001	2170	07/31/19	FEDEX	6-621-28766	JULY POSTAGE	Postage and Freight	541006-51301	$181.27
001	2171	07/31/19	INFRAMARK, LLC	42980	JULY MGMNT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	$4,083.33
001	2171	07/31/19	INFRAMARK, LLC	42980	JULY MGMNT SERVICES	Printing and Binding	547001-51301	$2.75
001	2171	07/31/19	INFRAMARK, LLC	42980	JULY MGMNT SERVICES	Postage and Freight	541006-51301	$3.00
001	2171	07/31/19	INFRAMARK, LLC	42980	JULY MGMNT SERVICES	Misc-Web Hosting	549915-51301	$83.33
001	2172	07/31/19	YELLOWSTONE LANDSCAPE	PC 40183	MULCH INSTALL	Contracts-Landscape	534050-53901	$6,165.00
001	2173	08/05/19	CHIUMENTO, SELIS, DWYER	4398	GEN REPRESENTATION JUNE 2019	ProfServ-Legal Services	531023-51401	$2,354.00
001	2174	08/15/19	CHIUMENTO, SELIS, DWYER	4399	2019 Bond Spec Assess APR - JUN 2018	ProfServ-Legal Services	531023-51401	$1,688.00
001	2175	08/15/19	FEDEX	6-635-50582	JULY POSTAGE	Postage and Freight	541006-51301	$17.08
001	2176	08/15/19	YELLOWSTONE LANDSCAPE	PC 41679	AUG LANDSCAPE MAINT	Contracts-Landscape	534050-53901	$8,490.00
001	2177	08/21/19	SINGHOFEN & ASSOCIATES	95	Gen Engineering Svcs July 2019	ProfServ-Engineering	531013-51501	$573.75
001	2178	08/30/19	CHIUMENTO, SELIS, DWYER	4698	GEN REPRESENTATION JULY 2019	ProfServ-Legal Services	531023-51401	$1,897.60
001	2179	08/30/19	CLINT SMITH CONSULTING, LLC	082019	AUG 2019 SERVICES AGREEMENT	ProfServ-Administrative	531001-53901	$1,500.00
001	2180	08/30/19	INFRAMARK, LLC	43717	Management Fees August 2019	ProfServ-Mgmt Consulting Serv	531027-51201	$4,083.33
001	2180	08/30/19	INFRAMARK, LLC	43717	Management Fees August 2019	Printing and Binding	547001-51301	$321.45
001	2180	08/30/19	INFRAMARK, LLC	43717	Management Fees August 2019	Postage and Freight	541006-51301	$4.00
001	2180	08/30/19	INFRAMARK, LLC	43717	Management Fees August 2019	Office Supplies	551002-51301	$38.50
001	2180	08/30/19	INFRAMARK, LLC	43717	Management Fees August 2019	Misc-Web Hosting	549915-51301	$83.33
001	2180	08/30/19	INFRAMARK, LLC	43717	Management Fees August 2019	Misc-Contingency	549900-51301	$163.88
001	5505	08/08/19	PALM COAST PARK CDD	080219	XFER FUNDS FOR MTHLY EXPENSES	Cash with Fiscal Agent	103000	$25,000.00
001	2165	07/31/19	DAVID R. ROOT	PAYROLL	July 31, 2019 Payroll Posting			$184.70
001	2166	07/31/19	GARRY W. PARKS	PAYROLL	July 31, 2019 Payroll Posting			$184.70
001	2167	07/31/19	CAROL C. BENEDICT	PAYROLL	July 31, 2019 Payroll Posting			$184.70
001	2168	07/31/19	JEFFREY R. DOUGLAS	PAYROLL	July 31, 2019 Payroll Posting			$184.70
							Fund Total	**$83,885.65**

Total Checks Paid	**$83,885.65**