



Rizzetta & Company

# **Palma Sola Trace Community Development District**

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## **Board of Supervisors' Meeting August 22, 2019**

**District Office:  
9428 Camden Field Parkway  
Riverview, FL 33578  
813.533.2950**

**[www.palmasolatracecdd.org](http://www.palmasolatracecdd.org)**

**PALMA SOLA TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

Palma Sola Trace Clubhouse, 7408 Hamilton Road, Bradenton, FL 34209

<b>Board of Supervisors</b>	Peter Gelman	Chairman
	Roger Ohlson	Vice Chairman
	Axel Bergman	Assistant Secretary
	Robert Mauriello	Assistant Secretary
	Eva Walker	Assistant Secretary
<b>District Manager</b>	Bryan Radcliff	Rizzetta & Company, Inc.
<b>District Attorney</b>	Jere Earlywine	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Rick Schappacher	Schappacher Engineering

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FL 33578**  
**[www.palmasolatracecdd.org](http://www.palmasolatracecdd.org)**

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August 21, 2019

**Board of Supervisors**  
**Palma Sola Trace Community**  
**Development District**

**REVISED AGENDA**

Dear Board Members:

The public hearings and regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District will be held on **Thursday, August 22, 2019 at 1:30 PM** at the Palma Sola Trace Clubhouse, located at 7408 Hamilton Road, Bradenton, FL 34209. The following is the [revised agenda](#) for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on June 27, 2019 .....Tab 1
  - B.** Consideration of Operations & Maintenance Expenditures for June 2019 & July 2019.....Tab 2
- 4. BUSINESS ITEMS**
  - A.** [Consideration of OpticalTel Agreement .....Tab 3](#)
  - B.** Consideration of Technology Services Contract .....Tab 4
  - C.** Consideration of Website ADA Compliance Proposals .....Tab 5
  - D.** Public Hearing on FY19-20 Final Budget.....Tab 6
    - i.** Consideration of Resolution 2019-04, Adopting the FY19-20 Annual Budget.....Tab 7
  - E.** Public Hearing on Imposing Assessments
    - i.** Consideration of Resolution 2019-05, Imposing Assessments and Certifying the Roll .....Tab 8
  - F.** Consideration of Resolution 2019-06, Setting the Meeting Schedule for FY19-20.....Tab 9
- 5. STAFF REPORTS**
  - A.** District Counsel
  - B.** District Engineer
  - C.** District Manager
    - i.** [Presentation of Unaudited Financial Statements .....Tab 10](#)
    - ii.** Streetlight Status Update
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to contact me at (813) 533-2950.

Respectfully,

*Bryan Radcliff*

Bryan Radcliff, District Manager

Tab 1

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**PALMA SOLA TRACE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District was held on **Thursday, June 27, 2019 at 1:30 PM** at the Palma Sola Trace Clubhouse, located at 7408 Hamilton Road, Bradenton, FL 34209.

Present and constituting a quorum:

Peter Gelman	<b>Board Supervisor; Chairman</b>
Robert Mauriello	<b>Board Supervisor; Asst. Secretary</b>
Eva Walker	<b>Board Supervisor; Asst. Secretary</b>
Axel Bergman	<b>Board Supervisor; Asst. Secretary</b>

Also present were:

Bryan Radcliff	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Lauren Gentry	<b>District Counsel; Hopping Green &amp; Sams (via phone)</b>
Rick Schappacher	<b>District Engineer; Schappacher Engineering</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Radcliff called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Consideration of Minutes of  
Board of Supervisors' Meeting  
Held April 25, 2019**

Mr. Radcliff presented the minutes of the Board of Supervisors' meeting held April 25, 2019 to the Board for consideration.

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on April 25, 2019 as presented for the Palma Sola Trace Community Development District.

**THIRD ORDER OF BUSINESS**

**Consideration of Proposed**

**Operations & Maintenance  
Expenditures for April 2019 and  
May 2019**

Mr. Radcliff presented the Operations & Maintenance expenditures for April 2019 and May 2019 to the Board for consideration.

On a Motion by Mr. Gelman, seconded by Ms. Walker, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditures for April 2019 and May 2019 for the Palma Sola Trace Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Manatee County  
Non-Disclosure Agreement**

Mr. Radcliff presented a non-disclosure agreement to the Board for consideration.

On a Motion by Mr. Gelman, seconded by Mr. Bergman, with all in favor, the Board of Supervisors approved the Manatee County Property Appraiser Non-Disclosure Agreement for the Palma Sola Trace Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of OpticalTel  
Easement Agreement**

Mr. Radcliff presented an easement agreement with OpticalTel to the Board for consideration. Discussion ensued. The Board chose to table consideration of the agreement until the tentative continued meeting on July 16<sup>th</sup>. District Counsel will add a clause and cover letter.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Ms. Gentry had no additional information to report.

**B. District Engineer**

Mr. Schappacher had no additional information to report.

**C. District Manager**

Mr. Radcliff advised that the next regularly scheduled meeting will be held on August 22<sup>nd</sup> at 1:30 PM, while today's meeting would be continued to July 16<sup>th</sup> at 1:30 PM.

79  
80                   i.       **Presentation of Unaudited Financial Statements**  
81

82                   Mr. Radcliff presented the latest unaudited financial statements to the  
83                   Board for review.  
84

85       **SEVENTH ORDER OF BUSINESS**

85                   **Supervisor Requests**

86  
87                   Mr. Bergman asked that reports dealing with District business be sent to all Board  
88                   members.  
89

90                   Mr. Gelman commented on a palm tree hanging in Palma Sola Creek which needs  
91                   to be removed.  
92

93                   Mr. Mauriello commented on overgrowth in the District to be removed.  
94

95       **EIGHTH ORDER OF BUSINESS**

95                   **Continuance**  
96

On a Motion by Mr. Gelman, seconded by Ms. Walker, with all in favor, at 2:49 PM the Board of Supervisors continued the meeting to July 16, 2019 at 1:30 PM for the Palma Sola Trace Community Development District.

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101       \_\_\_\_\_  
Asst. Secretary

\_\_\_\_\_  
Chair / Vice Chair

Tab 2



# **PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

## **Operation and Maintenance Expenditures June 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$9,304.95**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aquagenix	003136	4051780	Wetland Maintenance 05/19	\$ 3,000.00
Bellmore Electric Inc.	003132	7632	Street Light Repairs	\$ 110.00
Bellmore Electric Inc.	003132	7633	Street Light Repairs	\$ 300.00
Bellmore Electric Inc.	003132	7634	Street Light Repairs	\$ 300.00
Bellmore Electric Inc.	003132	7635	Street Light Repairs	\$ 110.00
Florida Power & Light Company	003139	21937-71157 05/19	3724 Summerwind Cir # Gate 05/19	\$ 11.76
Florida Power & Light Company	003139	56695-14423 05/19	3804 Bridlecrest Ln # PUMP 05/19	\$ 109.27
Florida Power & Light Company	003138	75654-55537 05/19	3807 75th ST W # ST LTS 05/19	\$ 125.90
Florida Power & Light Company	003139	84373-03152 05/19	4095 Overture Cir # GATE 05/19	\$ 17.15
Hopping Green & Sams	003133	107597	General/Monthly Legal Services 04/19	\$ 747.00
Rizzetta & Company, Inc.	003134	INV0000041056	District Management Fees 06/19	\$ 4,041.67
Rizzetta Technology Services, LLC	003135	INV0000004444	Website Email & Hosting 06/19	\$ 175.00
Schappacher Engineering, LLC	003140	1378	Engineering Services 05/19	\$ 112.50
Securt Holdings, LLC dba CIA Access	003137	12850052919	Service Call-Gate Repair 05/19	\$ 144.70
<b>Report Total</b>				<b><u>\$ 9,304.95</u></b>



**Remit To:**

Aquagenix c/o DBI HOLDING LLC  
PO Box 69144  
Baltimore, MD 21264-9144  
904-262-2001 FAX 904-262-0010  
www.dbiservices.com/aquagenix

Please include our Invoice Number on your check

# Invoice

**Number**  
4051780

**Date**  
25-MAY-19

**Customer PO**

**Cust # 13801**

Palma Sola Trace CDD  
Grant Phillips  
C/O Rizzetta & Company, Inc.  
9428 Camden Field Parkwat  
Riverview FL 33578

**Referral.**

Palma Sola Trace  
CDD Wetland  
Maintenance

Quantity	Description	Unit Price	Amount
1	Wetland Maintenance	3,000.00	\$3,000.00
<p>Date Rec'd Rizzetta &amp; Co., Inc. JUN 05 2019</p> <p>D/M approval <u>RL</u> Date <u>6-12-19</u></p> <p>Date entered JUN 06 2019</p> <p>Fund <u>061 GL 53800 OC 4807</u></p> <p>Check# _____</p>			
Subtotal			\$3,000.00
Tax			\$0.00
TERMS -NET30: A Service Charge of 1 1/2% Per Month is Charged on Past Due Accounts (Annual Rate 18%)			Total
			\$3,000.00

Central Florida Branch Office  
St. Cloud, FL  
(407) 892-0136

Southeast Florida Branch Office  
Fort Lauderdale, FL  
(954) 943-5118

West Central Florida Branch  
Office  
Sarasota, FL  
(941) 371-8081

Southwest Florida Branch Office  
Ft. Myers, FL  
(239) 561-1420

West Palm/Treasure Coast Office  
West Palm Beach, FL  
(561) 881-1291

Tampa Bay Area Branch Office  
Tampa, FL  
(813) 627-8710

North Florida Branch Office  
Jacksonville, FL  
(904) 262-2001

**LAKE MANAGEMENT ~ AQUATIC SERVICES ~ ENVIRONMENTAL PLANNING**

Bellmore Electric Inc.  
7410 241st Street East  
Myakka City, Fl 34251  
(941) 779-6148  
bellmoreelectricinc@gmail.com  
EC13004201

# Invoice

Date	Invoice #
5/21/2019	7632

## Bill To

Palma Sola Trace CDD  
3434 COLWELL AVE, SUITE 200  
TAMPA, FL. 33614

## Project

LIGHT # 101

## Terms

Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK CHANGE 240 VOLT POST MOUNT PHOTO CONTROL	110.00	1	110.00
<p>84 6-3-19 MAY 30 2019 201 54100 4613</p>			
Thank you for your business.	Total		\$110.00

Bellmore Electric Inc.  
7410 241st Street East  
Myakka City, FL 34251  
(941) 779-6148  
bellmoreelectricinc@gmail.com  
EC13004201

# Invoice

Date	Invoice #
5/21/2019	7633

## Bill To

Palma Sola Trace CDD  
3434 COLWELL AVE, SUITE 200  
TAMPA, FL. 33614

## Project

LIGHT # 98

## Terms

Net 15

## Description

Amount

Quantity

## Total

TAKE DOWN BROKEN STREET LIGHT GLOBE AND REPLACE WITH NEW

300.00

1

300.00

MAY 30 2019

6-3-19

001 54100 4613

Thank you for your business.

**Total**

**\$300.00**

Bellmore Electric Inc.  
7410 241st Street East  
Myakka City, Fl 34251  
(941) 779-6148  
bellmoreelectricinc@gmail.com  
EC13004201

# Invoice

Date	Invoice #
5/21/2019	7634

## Bill To

Palma Sola Trace CDD  
3434 COLWELL AVE, SUITE 200  
TAMPA, FL. 33614

Project

Terms

LIGHT # 58

Net 15

Description

Amount

Quantity


Total

TAKE DOWN BROKEN STREET LIGHT GLOBE AND REPLACE WITH NEW.

300.00

1

300.00

  
MAY 30 2019

6-3-19

001

54100

4613

Thank you for your business.

**Total**

**\$300.00**

Bellmore Electric Inc.  
7410 241st Street East  
Myakka City, Fl 34251  
(941) 779-6148  
bellmoreelectricinc@gmail.com  
EC13004201


# Invoice

Date	Invoice #
5/21/2019	7635

Bill To

Palma Sola Trace CDD  
3434 COLWELL AVE, SUITE 200  
TAMPA, FL. 33614

Project	Terms
LIGHT # 20	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK REPLACE 220 VOLT PHOTO CONTROL	110.00	1	110.00
<div style="text-align: center;">  <p>MAY 30 2019</p> <p>6-379</p> <p>O.D. 54100 4617</p> </div>			
Thank you for your business.		<b>Total</b>	\$110.00





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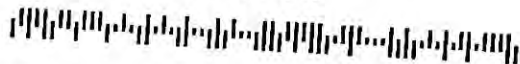


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PALMA SOLA  
TRACE CDD  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
21937-71157	\$11.76	Jun 27 2019	\$

**Your electric statement**

For: May 07 2019 to Jun 06 2019 (30 days)

Customer name: PALMA SOLA

Service address: 3724 SUMMERWIND CIR # GATE

Account number: 21937-71157

Statement date: Jun 06 2019  
Next meter reading: Jul 08 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
12.55	12.55 CR	0.90 CR	0.90 CR	12.66	\$11.76	Jun 27 2019

Meter reading - Meter AC05813

Current reading 00880  
Previous reading - 00868  
Wh used 12

Energy usage

	Last Year	This Year
Wh this month	12	12
Service days	30	30
Wh per day	0	0

The electric service amount  
includes the following charges:

Customer charge: \$10.54  
Fuel: \$0.31  
( \$0.025630 per kWh)  
Fuel: \$0.79  
( \$0.065310 per kWh)

Amount of your last bill 12.55  
Payment received - Thank you 12.55 CR  
Additional activity:  
Deposit interest 0.90 CR  
Balance before new charges \$0.90 CR  
New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)  
Electric service amount 11.64\*\*  
Storm charge 0.02  
Gross receipts tax 0.30  
Franchise charge 0.70  
Total new charges \$12.66  
Total amount you owe \$11.76

- Payment received after August 29, 2019 is considered LATE; a late payment charge of 1% will apply.
- Don't let the summer heat up your bill. During the summer your A/C works longer. Set your thermostat to 78 degrees to save money. Learn more at FPL.com/SummerIsHere.

Date Rec'd Rizzetta &amp; Co., Inc. JUN 11 2019

D/M approval Bu Date 6-17-19

Date entered JUN 13 2019

Fund 007 GL 5310004301

Check#

Please have your account number ready when contacting FPL.  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-375-2434



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PALMA SOLA TRACE CDD  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
56695-14423	\$109.27	Jun 27 2019	\$

**Your electric statement**

For: May 07 2019 to Jun 06 2019 (30 days)

Customer name: PALMA SOLA TRACE CDD

Service address: 3804 BRIDLECREST LN # PUMP

Account number: 56695-14423

Statement date: Jun 06 2019  
Next meter reading: Jul 08 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
115.59	115.59 CR	9.60 CR	9.60 CR	118.87	\$109.27	Jun 27 2019

**Meter reading - Meter ACD1300**

Current reading 51718  
Previous reading - 50644  
Wh used 1074

**energy usage**

	Last Year	This Year
Wh this month	1061	1074
Service days	30	30
Wh per day	35	36

**The electric service amount includes the following charges:**

Customer charge: \$10.54  
el: \$27.53  
( \$0.025630 per kWh)  
n-fuel: \$70.15  
( \$0.065310 per kWh)

Amount of your last bill  
Payment received - Thank you  
Additional activity:  
Deposit interest

115.59  
115.59 CR

Balance before new charges

9.60 CR  
\$9.60 CR

**New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)**

Electric service amount 108.22\*\*  
Storm charge 1.27  
Gross receipts tax 2.81  
Franchise charge 6.57  
Total new charges

\$118.87

**Total amount you owe**

\$109.27

- Payment received after **August 29, 2019** is considered **LATE**; a late payment charge of **1%** will apply.
- Don't let the summer heat up your bill. During the summer your A/C works longer. Set your thermostat to 78 degrees to save money. **Learn more at FPL.com/SummerIsHere.**

6-17-19  
JUN 13 2019  
5310004301

Please have your account number ready when contacting FPL.  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-4OUTAGE



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PALMA SOLA TRACE COMM DEV  
DISTRICT  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
75654-55537	\$125.90	Jun 24 2019	\$

**our electric statement****Account number: 75654-55537**

or: May 02 2019 to Jun 03 2019 (32 days)

ustomer name: PALMA SOLA TRACE COMM DEV

Statement date: Jun 03 2019

ervice address: 3807 75TH ST W # ST LTS

Next bill date: Jul 02 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
124.83	124.83 CR	0.00	0.00	125.90	\$125.90	Jun 24 2019

otal kWh used

1919

**Energy usage**

	Last Year	This Year
kWh this month	1919	1919
ervice days	32	32
kWh per day	60	60

Amount of your last bill

124.83

Payment received - Thank you

124.83 CR

Balance before new charges

\$0.00

**New charges (Rate: SL-1 STREET LIGHTING SERVICE)**

Electric service amount

107.01\*\*

Storm charge

15.74

Gross receipts tax

3.15

Total new charges

\$125.90

**The electric service amount**

cludes the following charges:

on-fuel energy charge:

\$0.031380 per kWh

uel charge:

\$0.024280 per kWh

**Total amount you owe****\$125.90**

- Payment received after **August 22, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- Don't let the summer heat up your bill. During the summer your A/C works longer. Set your thermostat to 78 degrees to save money. **Learn more at FPL.com/SummerIsHere.**

Date Rec'd Rizzetta &amp; Co., Inc.

JUN 06 2019

D/M approval

Date

Date entered

JUN 07 2019

Fund

001 GL 53100 OC 4307

Check#

Please have your account number ready when contacting FPL.

Customer service: 1-800-375-2434

Outside Florida: 1-800-226-3545

To report power outages: 1-800-4OUTAGE (468-8243)



2 093843

Detail of Rate Schedule Charges for  
Street Lights

5202 000394

PALMA SOLA TRACE COMM DEV  
DISTRICT  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

**Account Number: 75654-55537**

Service From: 05-02-2019

Service To: 06-03-2019

Service Days: 32

KWH/Day: 60

**Service Address: 3807 75TH ST W # ST LTS, BRADENTON FL 34209**

COMPONENT CODE	WATTS	LUMENS	* OWNER/ MAINT	QUANTITY	RATE/ UNIT	KWH USED	AMOUNT
19 KWH Energy			E	101	.580000	1,919	58.58
Energy sub total							58.58
Sub total						1,919	58.58
Energy conservation cost recovery							.81
Capacity payment recovery charge							.36
Environmental cost recovery charge							.67
Storm charge							15.74
Fuel charge							46.59
Electric service amount							122.75
Gross receipts tax							3.15
<b>Total</b>						<b>1,919</b>	<b>125.90</b>

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS  
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: June 03, 2019





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PALMA SOLA  
TRACE CDD  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
84373-03152	\$17.15	Jun 27 2019	\$

**Your electric statement**

For: May 07 2019 to Jun 06 2019 (30 days)

Customer name: PALMA SOLA

Service address: 4095 OVERTURE CIR # GATE

Account number: 84373-03152

Statement date: Jun 06 2019  
Next meter reading: Jul 08 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
17.84	17.84 CR	0.90 CR	0.90 CR	18.05	\$17.15	Jun 27 2019

**Meter reading - Meter AC07429**

Current reading 10146  
Previous reading - 10080  
Wh used 66

**Energy usage**

	Last Year	This Year
Wh this month	70	66
Service days	30	30
Wh per day	2	2

**The electric service amount includes the following charges:**

Customer charge: \$10.54  
Fuel: \$1.69  
( \$0.025630 per kWh)  
In-fuel: \$4.31  
( \$0.065310 per kWh)

Amount of your last bill 17.84  
Payment received - Thank you 17.84 CR  
Additional activity:  
Deposit Interest 0.90 CR  
Balance before new charges \$0.90 CR  
**New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)**  
Electric service amount 16.54\*\*  
Storm charge 0.08  
Gross receipts tax 0.43  
Franchise charge 1.00  
**Total new charges \$18.05**  
**Total amount you owe \$17.15**

- Payment received after **August 29, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- Don't let the summer heat up your bill. During the summer your A/C works longer. Set your thermostat to 78 degrees to save money. **Learn more at FPL.com/SummerIsHere.**

PAID 6-17-19  
JUN 13 2019  
001 53100 7301

Please have your account number ready when contacting FPL  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-451-7434

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

May 28, 2019

Palma Sola Trace Community Development District  
c/o Accounts Payable  
9428 Camden Field Parkway  
Riverview, FL 33578

Bill Number 107597  
Billed through 04/30/2019

## General Counsel/Monthly Meeting

PALMA 00001 JLE

### FOR PROFESSIONAL SERVICES RENDERED

04/19/19	LMG	Review agenda and audit report.	0.40 hrs
04/25/19	LMG	Prepare for, attend, and follow up from board meeting.	1.10 hrs
04/26/19	LMG	Review Opticaltel plans and email correspondence from Schappacher regarding easement rights.	0.30 hrs
04/29/19	LMG	Prepare cable installation easement; conference with Ibarra regarding same.	1.20 hrs
04/29/19	KEM	Research cable utility easements.	0.30 hrs
04/30/19	LMG	Finalize and send cable installation easement.	0.40 hrs
04/30/19	CGS	Monitor proposed legislation which may impact district.	0.30 hrs
Total fees for this matter			\$747.00

### MATTER SUMMARY

Stuart, Cheryl G.	0.30 hrs	325 /hr	\$97.50
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Gentry, Lauren M.	3.40 hrs	180 /hr	\$612.00
TOTAL FEES			\$747.00

### **TOTAL CHARGES FOR THIS MATTER**

-----  
**\$747.00**

### BILLING SUMMARY

Stuart, Cheryl G.	0.30 hrs	325 /hr	\$97.50
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Gentry, Lauren M.	3.40 hrs	180 /hr	\$612.00
TOTAL FEES			\$747.00

**TOTAL CHARGES FOR THIS BILL**

**\$747.00**

**Please include the bill number on your check.**

001  
 MAY 30 2019  
 51400 3107

Rizzetta & Company, Inc.  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

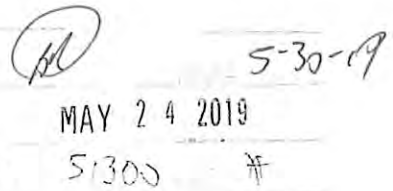
# Invoice

Date	Invoice #
6/1/2019	INV0000041056

## Bill To:

PALMA SOLA TRACE CDD  
 3434 Colwell Avenue, Suite 200  
 Tampa FL 33614

Services for the month of	Terms	Client Number
June	Upon Receipt	00390

Description	Qty	Rate	Amount
District Management Services <i>A 3101</i>	1.00	\$1,675.00	\$1,675.00
Administrative Services <i>3100</i>	1.00	\$450.00	\$450.00
Accounting Services <i>3201</i>	1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections <i>3111</i>	1.00	\$416.67	\$416.67
<div style="text-align: center;">  <p><i>5-30-19</i>  MAY 24 2019  <i>51300</i></p> </div>			
Subtotal			\$4,041.67
Total			\$4,041.67

Rizzetta Technology Services  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

## Invoice

Date	Invoice #
6/1/2019	INV0000004444

**Bill To:**

PALMA SOLA TRACE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of	Terms	Client Number
June		00390

Description	Qty	Rate	Amount
Email Accounts, Admin & Maintenance	5	\$15.00	\$75.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
<p>Handwritten notes: ⑤ 5-30-19 MAY 23 2019 51300 00 5103</p>			
Subtotal			\$175.00
Total			\$175.00




Schappacher Engineering LLC

PO Box 21256  
Bradenton, FL 34204  
941-251-7613

# Invoice

Date	Invoice #
6/3/2019	1378

Bill To
Palma Sola Trace CDD Attn: Accounts Payable 9428 Camden Field Parkway Riverview, FL 33578

		Terms	Project	
		Due on receipt	CDD Engineering Services	
Served	Description	Quantity	Rate	Amount
5/2/2019	Review easement of document from Attorney.	0.25	150.00	37.50
5/21/2019	Review invoice for sidewalk repairs and send to Rizzetta for payment.	0.5	150.00	75.00
<div>APPROVAL  Date 6-17-19</div> <div>JUN 10 2019</div> <div>no 201 51300 00 3103</div>				
Due upon request. Please make checks payable to Schappacher Engineering			Total	\$112.50



PO Box 1403, Osprey, FL 34229  
www.CIAAccess.com  
License: ES 12001211 / MC 01283

# Invoice

Date	Invoice #
5/29/2019	12850052919

Bill To

Ship To

Palma Sola Trace  
c/o Rizzetta & Company - Greg Cox  
9428 Camden Field Parkway  
Riverview, FL 33578

Palma Sola Trace  
Palma Sola Trace Rd  
Bradenton, FL 34209

Job #	Terms	Project	Requested by
21191	Due on receipt	21191 - Palma Sola T...	Grant via email

Qty	Description	Rate	Amount
1	Service Call for Access Control - Pedestrian gate keypad	90.00	90.00
0.5	Hours Technician Time - 5/29, Ped gate keypad at 71st street - the exterior one reportedly wasn't working. Found no problems at both pedestrian sides off of 71st Street. Repeatedly tested with either our code or the resident code, it opens the gate at both sites. Found no problems at this time. Tech: Jason	95.00	47.50
1	Fuel Surcharge - May 2019	7.20	137.50 7.20
<p>Date Rec'd Rizzetta &amp; Co., Inc. JUN 05 2019 D/M approval <i>JA</i> Date 6-19-19 Date entered JUN 06 2019 Fund 001 GL 54100 004103 Check#</p> <p><b>On time. The Right Way. The First Time...Since 1981</b></p>			

	<b>Total</b>	\$144.70
Please contact us for all of your gate, access control and surveillance camera projects!	<b>Payments/Credits</b>	\$0.00
Phone: 941-359-3707 , Email: Sales@CIAAccess.com, Fax: 941-404-4648	<b>Balance Due</b>	\$144.70

# **PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

## **Operation and Maintenance Expenditures July 2019 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2019 through July 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,562.19**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2019 Through July 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aquagenix	003157	4055734	Aquatic Service 07/19	\$ 850.00
Axel Hamilton Bergman, Jr.	003147	AB062719	Board of Supervisors Meeting 06/27/19	\$ 200.00
Bellmore Electric Inc.	003156	7673	Street Light Repairs	\$ 167.00
BrightView Landscape services, Inc.	003158	6373989	Monthly Lawn Service 07/19	\$ 748.00
Eva Walker	003151	EW062719	Board of Supervisors Meeting 06/27/19	\$ 200.00
Florida Power & Light Company	003153	21937-71157 06/19	3724 Summerwind Cir # Gate 06/19	\$ 12.66
Florida Power & Light Company	003153	56695-14423 06/19	3804 Bridlecrest Ln # PUMP 06/19	\$ 125.87
Florida Power & Light Company	003153	75654-55537 06/19	3807 75th ST W # ST LTS 06/19	\$ 125.90
Florida Power & Light Company	003153	84373-03152 06/19	4095 Overture Cir # GATE 06/19	\$ 16.64
Hopping Green & Sams	003149	108183	General/Monthly Legal Services 05/19	\$ 108.00
Peter Gelman	003148	PG062719	Board of Supervisors Meeting 06/27/19	\$ 200.00
Rizzetta & Company, Inc.	003145	INV0000041505	District Management Fees 07/19	\$ 4,041.67
Rizzetta Technology Services, LLC	003146	INV0000004530	Website Email & Hosting 07/19	\$ 175.00
Robert Mauriello	003150	RM062719	Board of Supervisors Meeting 06/27/19	\$ 200.00
Schappacher Engineering, LLC	003154	1399	Engineering Services 06/19	\$ 900.00
Securt Holdings, LLC dba CIA Access	003152	12999062119	Service Call-Gate Repair 06/19	\$ 120.95
US Bank	003155	5404077	Trustee Fees Series 2013A 06/01/19-05/31/20	<u>\$ 2,370.50</u>

## Palma Sola Trace Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2019 Through July 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
<b>Report Total</b>				<b><u>\$ 10,562.19</u></b>



**Remit To:**

Aquagenix c/o DBI HOLDING LLC  
PO Box 69144  
Baltimore, MD 21264-9144  
904-262-2001 FAX 904-262-0010  
www.dbiservices.com/aquagenix

# Invoice

**Number**  
4055734

**Date**  
01-JUL-19

**Customer PO**

Please include our Invoice Number on your check

**Cust # 13801**

Palma Sola Trace CDD  
Grant Phillips  
C/O Rizzetta & Company, Inc.  
9428 Camden Field Parkwat  
Riverview FL 33578

**Referral.**  
Palma Sola Trace  
CDD Lake  
Maintenance

Quantity	Description	Unit Price	Amount
1	Aquatics Service	850.00	\$850.00
<p>Date Rec'd Rizzetta &amp; Co., Inc. <u>JUL 02 2019</u>  D/M approval <u>(Signature)</u> Date <u>7-8-19</u>  Date entered <u>JUL 03 2019</u>  Fund <u>001 GL 53800004610</u>  Check# _____</p>			
		Subtotal	\$850.00
		Tax	\$0.00
TERMS -NET30: A Service Charge of 1 1/2% Per Month is Charged on Past Due Accounts (Annual Rate 18%)		Total	\$850.00

**Central Florida Branch Office**  
St. Cloud, FL  
(407) 892-0136

**Southeast Florida Branch Office**  
Fort Lauderdale, FL  
(954) 943-5118

**West Central Florida Branch Office**  
Sarasota, FL  
(941) 371-8081

**Southwest Florida Branch Office**  
Ft. Myers, FL  
(239) 561-1420

**West Palm/Treasure Coast Office**  
West Palm Beach, FL  
(561) 881-1291

**Tampa Bay Area Branch Office**  
Tampa, FL  
(813) 627-8710

**North Florida Branch Office**  
Jacksonville, FL  
(904) 262-2001

**Palma Sola Trace CDD**  
Meeting Date: June 27, 2019

**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Eva Walker	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Peter Gelman	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Rodger Ohlson	<input type="checkbox"/>	<input type="checkbox"/>
Axel Bergman	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Robert Mauriello	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

(\*) Does not get paid

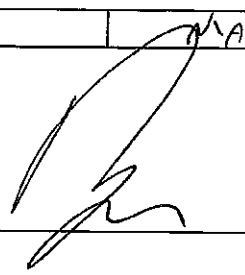
*NOTE: Supervisors are only paid if present.*

**EXTENDED MEETING TIMECARD**


Meeting Start Time:	1:30 PM
Meeting End Time:	2:49 PM
Total Meeting Time:	1:19 MIN

Time Over ( ) Hours:	N/A
----------------------	-----

Total at \$175 per Hour:	N/A
--------------------------	-----

DM Signature: 

**Please forward copy to Heather Mattiza for BOS payment and to Marcia Eannetta for Extended Meeting Hours and/or Agenda Books.**

Approval  Date 7-8-19  
 Date entered JUL 03 2019  
 Ind 001 at 51100 OC 1101  
 Date: "

Bellmore Electric Inc.  
 7410 241st Street East  
 Myakka City, Fl 34251  
 (941) 779-6148  
 bellmoreelectricinc@gmail.com  
 EC13004201

# Invoice

Date	Invoice #
7/15/2019	7673

## Bill To

Palma Sola Trace CDD  
 3434 COLWELL AVE, SUITE 200  
 TAMPA, FL. 33614

## Project

STREET LIGHTS

## Terms

Net 15

Description	Amount	Quantity	Total
<p>SCOPE OF WORK</p> <p>TROUBLE SHOOT LIGHTS 1,3,4,105. DISCONNECT THAT CONTROLS LIGHTS WAS TRIPPED.</p> <p>RESET BREAKER AND LET LIGHTS BURN FOR 30 MINUTES. BREAKER NEVER TRIPPED DURING INSPECTION.</p> <p>WILL HAVE TO KEEP AN EYE ON THESE. IF PROBLEM HAPPENS AGAIN MOST LIKELY WE'LL NEED TO REPLACE THE DIRECT BURIAL FEED.</p>	167.00	1	167.00

W/ Approval BN Date 7-19-19  
 JUL 19 2019  
 NO APPROVAL  
 ind 001 54100 00 4613

Thank you for your business.

**Total**

\$167.00





# INVOICE

Palma Sola Trace CDD  
c/o Rizzetta & Company  
9428 Camden Field Parkway  
Riverview FL 33578

Customer #: 15814541  
Invoice #: 6373989  
Invoice Date: 7/1/2019  
Cust PO #:

Job Number	Description	Amount
341800291	Palma Sola Trace CDD Exterior Maintenance For July	748.00
Date Rec'd Rizzetta & Co., Inc. <b>JUL 02 2019</b> D/M approval <u>AL</u> Date <u>7-8-19</u> Date entered <u>JUL 03 2019</u> Fund <u>001</u> GL <u>53400</u> OC <u>4601</u> Check# _____		
Total invoice amount		748.00
Tax amount		
Balance due		748.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 941-383-0817

Please detach stub and remit with your payment

## Payment Stub

Customer Account#: 15814541  
Invoice #: 6373989  
Invoice Date: 7/1/2019

Amount Due: \$748.00

Thank you for allowing us to serve you

Please reference the invoice # on your check  
and make payable to:

Palma Sola Trace CDD  
c/o Rizzetta & Company  
9428 Camden Field Parkway  
Riverview FL 33578

BrightView Landscape Services, Inc.  
P.O. Box 740655  
Atlanta, GA 30374-0655



FPL

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Please request changes on the back.  
Notes on the front will not be detected.

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PALMA SOLA  
TRACE CDD  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
21937-71157	\$12.66	Jul 29 2019	\$

**Your electric statement****Account number: 21937-71157**

For: Jun 06 2019 to Jul 08 2019 (32 days)

Customer name: PALMA SOLA

Statement date: Jul 08 2019

Service address: 3724 SUMMERWIND CIR # GATE

Next meter reading: Aug 07 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
11.76	11.76 CR	0.00	0.00	12.66	\$12.66	Jul 29 2019

**Meter reading - Meter AC05813**

Current reading 00892  
Previous reading - 00880  
kWh used 12

Amount of your last bill 11.76  
Payment received - Thank you 11.76 CR  
Balance before new charges \$0.00

**Energy usage**

	Last Year	This Year
kWh this month	12	12
Service days	32	32
kWh per day	0	0

**New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)**

Electric service amount	11.64**
Storm charge	0.02
Gross receipts tax	0.30
Franchise charge	0.70
<b>Total new charges</b>	<b>\$12.66</b>

**\*\*The electric service amount includes the following charges:**

Customer charge: \$10.54  
Fuel: \$0.31  
( \$0.025630 per kWh)  
Non-fuel: \$0.79  
( \$0.065310 per kWh)

**Total amount you owe \$12.66**

- Payment received after **September 30, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- The storm charge on your August bill will be removed to reflect final payment of bonds issued during the 2004 and 2005 hurricane restoration effort. There will be a true-up on a future bill, subject to Florida Public Service Commission approval. Learn more: FPL.com/rates.

**JUL 11 2019**

Date Rec'd Rizzetta &amp; Co., Inc.

D/M approval  Date 7-12-19

Date entered JUL 12 2019

Fund 001 GL 53100 004301

Check#

Please have your account number ready when contacting FPL.  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-4OUTAGE (468-8243)



FPL

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Please request changes on the back.  
Notes on the front will not be detected.

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PALMA SOLA TRACE CDD  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
56695-14423	\$125.87	Jul 29 2019	\$

**Your electric statement****Account number: 56695-14423**

For: Jun 06 2019 to Jul 08 2019 (32 days)

Customer name: PALMA SOLA TRACE CDD

Service address: 3804 BRIDLECREST LN # PUMP

Statement date: Jul 08 2019

Next meter reading: Aug 07 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
109.27	109.27 CR	0.00	0.00	125.87	\$125.87	Jul 29 2019

**Meter reading - Meter ACD1300**

Current reading 52862

Previous reading - 51718

kWh used 1144

**Energy usage**

	Last Year	This Year
kWh this month	1138	1144
Service days	32	32
kWh per day	36	36

**\*The electric service amount includes the following charges:**

Customer charge:	\$10.54
Fuel:	\$29.32
( \$0.025630 per kWh)	
Non-fuel:	\$74.72
( \$0.065310 per kWh)	

**Enroll now in FPL Budget Billing by paying \$118.68 in 1 payment by the due date instead of \$125.87. Your bill will be about the same each month & stabilized year-round. Learn more at FPL.com/bb**

Amount of your last bill	109.27
Payment received - Thank you	109.27 CR
Balance before new charges	\$0.00
<b>New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)</b>	
Electric service amount	114.58**
Storm charge	1.36
Gross receipts tax	2.97
Franchise charge	6.96
<b>Total new charges</b>	<b>\$125.87</b>

**Total amount you owe \$125.87**

- Payment received after **September 30, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- The storm charge on your August bill will be removed to reflect final payment of bonds issued during the 2004 and 2005 hurricane restoration effort. There will be a true-up on a future bill, subject to Florida Public Service Commission approval. Learn more: FPL.com/rates.

Date Rec'd Rizzetta &amp; Co., Inc.

JUL 11 2019

D/M approval

M

Date

7-12-19

Date entered

JUL 12 2019

Fund

001 GL 53100 004301

Check#

Please have your account number ready when contacting FPL.  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-4OUTAGE (468-8243)



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Please request changes on the back.  
Notes on the front will not be detected.

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PALMA SOLA TRACE COMM DEV  
DISTRICT  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
75654-55537	\$125.90	Jul 23 2019	\$

**Your electric statement****Account number: 75654-55537**

For: Jun 03 2019 to Jul 02 2019 (29 days)

Customer name: PALMA SOLA TRACE COMM DEV

Service address: 3807 75TH ST W # ST LTS

Statement date:

Jul 02 2019

Next bill date:

Aug 02 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
125.90	125.90 CR	0.00	0.00	125.90	\$125.90	Jul 23 2019

Total kWh used

1919

**Energy usage**

	Last Year	This Year
<Wh this month	1919	1919
Service days	29	29
<Wh per day	66	66

Amount of your last bill

125.90

Payment received - Thank you

125.90 CR

Balance before new charges

\$0.00

**New charges (Rate: SL-1 STREET LIGHTING SERVICE)**

Electric service amount

107.01\*\*

Storm charge

15.74

Gross receipts tax

3.15

**Total new charges****\$125.90****\*The electric service amount****includes the following charges:**

Non-fuel energy charge:

\$0.031380 per kWh

Fuel charge:

\$0.024280 per kWh

**Total amount you owe****\$125.90**

- Payment received after **September 25, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- The storm charge on your August bill will be removed to reflect final payment of bonds issued during the 2004 and 2005 hurricane restoration effort. There will be a true-up on a future bill, subject to Florida Public Service Commission approval. Learn more: [FPL.com/rates](http://FPL.com/rates).

Date Rec'd Rizzetta &amp; Co., Inc.

JUL 08 2019

D/M approval

Date 7-12-19

Date entered

JUL 11 2019

Fund

001GL 53100 004307

Check#

Please have your account number ready when contacting FPL.

Customer service:

1-800-375-2434

Outside Florida:

1-800-226-3545



FPL

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Detail of Rate Schedule Charges for  
Street Lights

5202 000356

PALMA SOLA TRACE COMM DEV  
DISTRICT  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

**Account Number: 75654-55537**

Service From: 06-03-2019

Service To: 07-02-2019

Service Days: 29

KWH/Day: 66

**Service Address:** 3807 75TH ST W # ST LTS, BRADENTON FL 34209

COMPONENT CODE	WATTS	LUMENS	* OWNER/ MAINT	QUANTITY	RATE/ UNIT	KWH USED	AMOUNT
19 KWH Energy			E	101	.580000	1,919	58.58
Energy sub total							58.58
Sub total						1,919	58.58
Energy conservation cost recovery							.81
Capacity payment recovery charge							.36
Environmental cost recovery charge							.67
Storm charge							15.74
Fuel charge							46.59
Electric service amount							122.75
Gross receipts tax							3.15
<b>Total</b>						<b>1,919</b>	<b>126.90</b>

\* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS  
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Print Date: July 02, 2019



FPL

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Please request changes on the back.  
Notes on the front will not be detected.

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PALMA SOLA  
TRACE CDD  
9428 CAMDEN FIELD PKWY  
RIVERVIEW FL 33578-0519

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
84373-03152	\$16.64	Jul 29 2019	\$

**Your electric statement**

Account number: 84373-03152

For: Jun 06 2019 to Jul 08 2019 (32 days)

Customer name: PALMA SOLA

Service address: 4095 OVERTURE CIR # GATE

Statement date: Jul 08 2019

Next meter reading: Aug 07 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
17.15	17.15 CR	0.00	0.00	16.64	\$16.64	Jul 29 2019

**Meter reading** - Meter AC07429

Current reading 10198  
Previous reading - 10146  
kWh used 52

Amount of your last bill 17.15  
Payment received - Thank you 17.15 CR  
Balance before new charges \$0.00

**Energy usage**

	Last Year	This Year
kWh this month	59	52
Service days	32	32
kWh per day	2	2

**New charges** (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	15.27**
Storm charge	0.06
Gross receipts tax	0.39
Franchise charge	0.92
<b>Total new charges</b>	<b>\$16.64</b>

**\*\*The electric service amount includes the following charges:**

Customer charge: \$10.54  
Fuel: \$1.33  
( \$0.025630 per kWh)  
Non-fuel: \$3.40  
( \$0.065310 per kWh)

**Total amount you owe \$16.64**

- Payment received after **September 30, 2019** is considered **LATE**; a late payment charge of 1% will apply.
- The storm charge on your August bill will be removed to reflect final payment of bonds issued during the 2004 and 2005 hurricane restoration effort. There will be a true-up on a future bill, subject to Florida Public Service Commission approval. Learn more: FPL.com/rates.

JUL 11 2019  
Date Rec'd Rizzetti & Co., Inc.  
D/M approval *[Signature]* Date 7-12-19  
Date entered JUL 12 2019  
Fund 001GL53102004301  
Check#

Please have your account number ready when contacting FPL.  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-4OUTAGE (468-8242)

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

June 28, 2019

Palma Sola Trace Community Development District  
c/o Accounts Payable  
9428 Camden Field Parkway  
Riverview, FL 33578

Bill Number 108183  
Billed through 05/31/2019

### General Counsel/Monthly Meeting PALMA 00001 JLE

#### FOR PROFESSIONAL SERVICES RENDERED

05/10/19	JLK	Continue negotiations and research with district management team, insurance providers and ADA consultants on questions related to policies, accessibility and requisite standards.	0.10 hrs
05/10/19	LMG	Prepare appropriation resolution and assessment resolution.	0.50 hrs
Total fees for this matter			\$108.00

#### MATTER SUMMARY

Kilinski, Jennifer L.	0.10 hrs	180 /hr	\$18.00
Gentry, Lauren M.	0.50 hrs	180 /hr	\$90.00

TOTAL FEES \$108.00

**TOTAL CHARGES FOR THIS MATTER \$108.00**


#### BILLING SUMMARY

Kilinski, Jennifer L.	0.10 hrs	180 /hr	\$18.00
Gentry, Lauren M.	0.50 hrs	180 /hr	\$90.00

TOTAL FEES \$108.00

**TOTAL CHARGES FOR THIS BILL \$108.00**

**Please include the bill number on your check.**

My approval  Date 7-8-19  
Site entered JUL 03 2019  
Ind 001 5140200 3/07

Rizzetta & Company, Inc.  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614


# Invoice

Date	Invoice #
7/1/2019	INV0000041505

## Bill To:

PALMA SOLA TRACE CDD  
 3434 Colwell Avenue, Suite 200  
 Tampa FL 33614

Services for the month of	Terms	Client Number
July	Upon Receipt	00390

Description	Qty	Rate	Amount
District Management Services * 301	1.00	\$1,675.00	\$1,675.00
Administrative Services 3100	1.00	\$450.00	\$450.00
Accounting Services 3201	1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections 3111	1.00	\$416.67	\$416.67
<p>Approved:  Date: 6-29-19          JUN 20 2019          201 51300 00 *</p>			
Subtotal			\$4,041.67
Total			\$4,041.67



**Rizzetta Technology Services**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

# Invoice

Date	Invoice #
7/1/2019	INV0000004530

## Bill To:

PALMA SOLA TRACE CDD  
 3434 Colwell Avenue, Suite 200  
 Tampa FL 33614

Services for the month of	Terms	Client Number
July		00390

Description	Qty	Rate	Amount
Email Accounts, Admin & Maintenance	5	\$15.00	\$75.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
<p>Approved: <u>BA</u> Date <u>6-27-19</u>  <u>JUN 20 2019</u>  <u>51300</u> <u>5103</u></p>			
<b>Subtotal</b>			\$175.00
<b>Total</b>			\$175.00

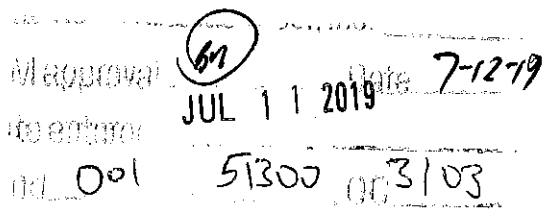
## Schappacher Engineering LLC

PO Box 21256  
 Bradenton, FL 34204  
 941-251-7613

## Invoice

Date	Invoice #
7/8/2019	1399

<b>Bill To</b>
Palma Sola Trace CDD Attn: Accounts Payable 9428 Camden Field Parkway Riverview, FL 33578

		Terms	Project	
		Due on receipt	CDD Engineering Services	
Serviced	Description	Quantity	Rate	Amount
6/3/2019	Respond to e-mails to Attorney and Peter on OpticaTel.	0.25	150.00	37.50
6/5/2019	Print documents for upcoming site review, then visit site for review.	2.75	150.00	412.50
	Prepare summary from site review and respond to Attorney & Peter.			
	Send summary to Bryan.			
6/7/2019	Download photos and log.	0.25	150.00	37.50
6/27/2019	Prep work for CDD meeting - review agenda. Attend CDD meeting.	2.75	150.00	412.50
				
Please make checks payable to Schappacher Engineering Thank you for your business!			<b>Total</b>	\$900.00



PO Box 1403, Osprey, FL 34229  
www.CIAccess.com  
License: ES 12001211 / MC 01283

# Invoice

Date	Invoice #
6/21/2019	12999062119


Bill To

Ship To

Palma Sola Trace  
c/o Rizzetta & Company - Greg Cox  
9428 Camden Field Parkway  
Riverview, FL 33578

Palma Sola Trace  
Palma Sola Trace Rd  
Bradenton, FL 34209

Job #	Terms	Project	Requested by
21342	Due on receipt	21342 - Palma Sola T...	Bryan

Qty	Description	Rate	Amount
1	Service Call for Access Control - South emergency gate partially open.	90.00	90.00
0.25	Hours Technician Time - 6/21, On arrival, could find nothing wrong with either one of the emergency gates. Both gates aligned and operating as they are supposed to. Verified operation. Tech: Jason	95.00	23.75
1	Fuel Surcharge - June 2019	7.20	7.20
Date Rec'd Rizzetta & Co., Inc. JUL 08 2019 O/M approval  Date 7-12-19 Date entered JUL 11 2019 Fund 001 GL 54100 004103 Check#			
On time. The Right Way. The First Time...Since 1981			

	<b>Total</b>	\$120.95
Please contact us for all of your gate, access control and surveillance camera projects!	<b>Payments/Credits</b>	\$0.00
Phone: 941-359-3707 , Email: Sales@CIAccess.com, Fax: 941-404-4648	<b>Balance Due</b>	\$120.95



Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

Invoice Number:  
Account Number:  
Invoice Date:  
Direct Inquiries To:  
Phone:

5404077  
204054000  
06/25/2019  
LEANNE DUFFY  
407-835-3807

PALMA SOLA TRACE CDD  
C/O RIZZETTA & COMPANY INC  
3434 COLWELL AVE SUITE 200  
TAMPA FL 33614

PALMA SOLA TRACE CDD 2013A - 1/A - 2 REV

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$2,370.50

All invoices are due upon receipt.

Approval BA Date 7-12-19  
JUL 11 2019  
001 51300 00 3105

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

PALMA SOLA TRACE CDD 2013A - 1/A - 2 REV

Invoice Number:	5404077
Account Number:	204054000
Current Due:	\$2,370.50
Direct Inquiries To:	LEANNE DUFFY
Phone:	407-835-3807

Wire Instructions:

U.S. Bank  
ABA # 091000022  
Acct # 1-801-5013-5135  
Trust Acct # 204054000  
Invoice # 5404077  
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank  
CM-9690  
PO BOX 70870  
St. Paul, MN 55170-9690





Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

Invoice Number: 5404077  
Invoice Date: 06/25/2019  
Account Number: 204054000  
Direct Inquiries To: LEANNE DUFFY  
Phone: 407-835-3807

PALMA SOLA TRACE CDD 2013A - 1/A - 2 REV

Accounts Included 204054000 204054002 204054004 204054006 204054012 204054013  
In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP				
Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04280 Administration	1.00	2,200.00	100.00%	\$2,200.00
<b>Subtotal Administration Fees - In Advance 06/01/2019 - 05/31/2020</b>				<b>\$2,200.00</b>
Incidental Expenses	2,200.00	0.0775		\$170.50
<b>Subtotal Incidental Expenses</b>				<b>\$170.50</b>
<b>TOTAL AMOUNT DUE</b>				<b>\$2,370.50</b>



Tab 3

This instrument was prepared by, and  
upon recording, should be returned to:

Lauren Gentry, Esq.  
**Hopping Green & Sams, P.A.**  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

---

## EASEMENT AGREEMENT

This Easement Agreement (the “**Easement Agreement**”) is made and entered into this  
\_\_\_\_\_ day of August 2019, by and between:

**Palma Sola Trace Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Bradenton, Florida, and having a mailing address of c/o Rizzetta & Company, Inc., 9428 Camden Field Pkwy., Riverview, Florida 33578 (the “**District**” or the “**Grantor**”); and

**Palma Sola Trace Master Association, Inc.**, a Florida non-profit corporation, with a mailing address of 9300 N. 16th St., Tampa, Florida 33612 (the “**Association**”); and

**HControl Communities LLC, d/b/a OpticalTel**, a Florida limited liability company with a mailing address of 1360 S. Dixie Hwy., Suite 200, Coral Gables, Florida 33146 (the “**Company**” and, together with the Association, the “**Grantees**”).

## RECITALS

**WHEREAS**, the Association is a non-profit corporation serving the community of Palma Sola Trace; and

**WHEREAS**, the Company is in the business of providing various systems and/or services including but not limited to multi-channel video, high speed data, security, information and voice services (collectively, the “**Services**”); and

**WHEREAS**, the Association plans to install, or cause to be installed, a telecommunications system (the “**System**”), in order to facilitate the provision of the Services to the residents of Palma Sola Trace; and

**WHEREAS**, the Association has entered into a contract with the Company for the Services, including installation of the System, which installation shall be performed by the Company; and

**WHEREAS**, the proposed System will encroach on property owned by the District, and specifically what is known as **Tracts C-1 through C-11** on the plat entitled, “Palma Sola Trace,” which is recorded at Plat Book 46, Pages 146, et seq., in the Official Records of Manatee County, Florida (“**Plat**”), (together, “**Easement Areas**”) as further described in **Exhibit A** herein; and

**WHEREAS**, to accommodate the proposed installation of the System, the District previously granted the Association a non-exclusive easement over, under and across Tract C-7 and the adjacent 20’ Public Drainage & Maintenance Access Easement, as identified on the Plat, which non-exclusive easement is recorded at instrument number 201741090907, Book 2693, Pages 7547, et seq., in the Official Records of Manatee County; and

**WHEREAS**, the installation plans for the System have changed, and the Company has begun and/or completed installation of certain portions of the System within the Easement Areas; and

**WHEREAS**, the District now desires to grant and convey to the Grantees and their contractors, successors, and assigns, an additional non-exclusive easement over, under and across the Easement Areas for the purposes described herein, and on the terms and subject to the conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

**2. GRANT OF EASEMENT; OPERATION AND MAINTENANCE.** The District hereby grants to the Grantees and their contractors, successors, and assigns, the following non-exclusive easement(s) (“**Easement**”):

- a. A non-exclusive easement over, upon, under, through, and across the Easement Areas for the purposes of installing, repairing, replacing, maintaining and operating the System.

The Grantees agree to operate and maintain the System, or cause such System to be operated and maintained, consistent with industry standards and the requirements of all applicable permits, approvals and laws.

**3. DAMAGE AND REPAIRS.**

(a) In the event that the Grantees, or their respective employees, agents, assignees, or contractors cause damage or have previously caused damage to the Easement Areas or any of the improvements located within the Easement Areas, or cause damage to District’s other property or any improvements located thereon, in the exercise of the easement rights granted herein or otherwise performing work related to the System, Grantees, at Grantees’ sole cost and expense, agree to commence or cause to commence the restoration of the same and the improvements so



damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage. Notwithstanding the fact that the District is a local unit of special-purpose government and thus no lien rights are available against its property, the Grantees shall commence remedy of any liens arising out of work performed by, for, or on behalf of Grantees within thirty (30) days after receiving written notice of such lien. The Grantees shall be responsible for coordinating repair of any damage caused by themselves or their employees, agents, assignees, or contractors; provided, however, that nothing herein shall be construed as limiting the District's available rights or remedies against the aforementioned entities.

(b) In the event that District, or its respective employees, agents or contractors, cause damage to the System located within the Easement Areas, the District shall promptly notify the Grantees of said damage so that Grantees may commence repairs and restoration of the System. The District acknowledges that, so long as the Company is providing the Services, only the Company may perform repairs to the System, and the District may not attempt to repair, restore, or interfere with the System.

(c) In the event that the System requires repair, restoration, or routine maintenance, the Grantees shall be solely responsible for coordinating and/or performing such repair, restoration, or maintenance. In the event such repair and/or restoration is necessitated by damage caused by the District or its respective employees, agents or contractors, as set forth herein, Grantees shall invoice the District for the cost of such repair and/or restoration.

(d) In the event that District requires the use of the Easement Areas for installation of future additional public improvements, the Grantees agree to work in good faith to relocate the System at no expense to the District; provided, however, that nothing herein shall prohibit the Grantees from entering into a separate contract for such relocation.

**4. INDEMNIFICATION; SOVEREIGN IMMUNITY.** the Grantees agree to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Easement Areas by the Grantees or their agents, employees or independent contractors. Nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, or other law.

**5. DEFAULT.** A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

**6. ENFORCEMENT OF AGREEMENT.** In the event that any party hereto seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

**7. NOTICES.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving

notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To the Association: Palma Sola Trace Master Association, Inc.  
9300 North 16<sup>th</sup> Street  
Tampa, Florida 33612  
Attn: Property Manager

To the Company: HControl Communities, LLC  
d/b/a OpticalTel  
1360 S. Dixie Highway, Suite 200  
Coral Gables, FL 33146  
Attn: \_\_\_\_\_

To the District: Palma Sola Trace Community  
Development District  
9428 Camden Field Parkway  
Riverview, FL 33578  
Attention: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for District may deliver Notice on behalf of the District and District, respectively.

**8. THIRD PARTIES.** This Easement Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. Nothing contained in this Easement Agreement shall limit or impair the District's right to protect its rights from interference by a third party. Notwithstanding the Grantees' repair responsibilities as set forth in Section 3 herein, nothing herein shall be construed to prevent the District from holding the Grantees responsible for any damage caused by their work within the Easement Area.

**9. ASSIGNMENT.** No party may assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other parties, except that the Company may assign this Easement Agreement to an affiliate of the Company, to an entity that purchases all or substantially all of the Company's assets, or to an institutional lender providing financing to the Company. Any assignments other than those exceptions contained herein that may be attempted to be made by any party without the prior written approval of the other parties are void.

**10. CONTROLLING LAW.** This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

**11. PUBLIC RECORDS.** The Grantees understand and agree that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

**13. BINDING EFFECT.** This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

**14. AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

**15. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

**16. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement. In the event of a conflict between this instrument and any previous easement agreement, this instrument shall control.

**17. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**IN WITNESS WHEREOF,** the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**PALMA SOLA TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_, Board of Supervisors

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the **Palma Sola Trace Community Development District**, a unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, on behalf of said District. He/she [ ] is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Signed, sealed and delivered  
in the presence of:

**PALMA SOLA TRACE MASTER ASSOCIATION,  
INC.,** a Florida non-profit corporation

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of the Palma Sola Trace Master Association, Inc. He/She [ ] is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Signed, sealed and delivered  
in the presence of:

**HCONTROL COMMUNITIES, LLC, d/B/A  
OPTICALTEL**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
By: \_\_\_\_\_

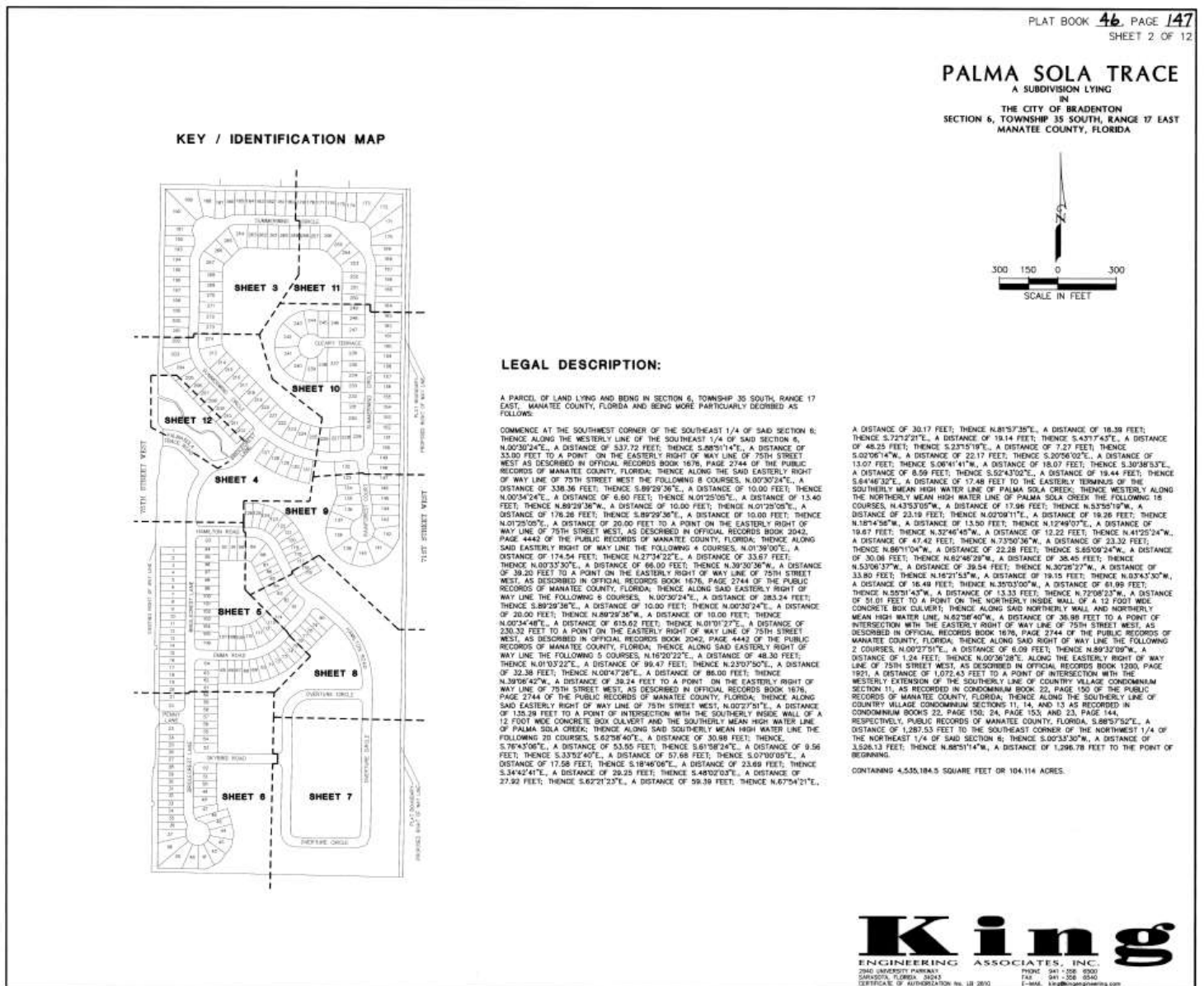
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2019, by \_\_\_\_\_, as Principle for **HControl Communities, LLC**, (d/b/a OpticalTel) Florida corporations, on behalf of corporation. He/she [ ] is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Identified on the plat entitled, “Palma Sola Trace,” which is recorded at Plat Book 46, Pages 146, et seq., in the Official Records of Manatee County, Florida.



Tab 4



## **CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES**

---

**DATE:** August 22, 2019

**BETWEEN:** **RIZZETTA TECHNOLOGY SERVICES, LLC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

**AND:** **PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**  
9428 Camden Field Park Way  
Riverview, Florida 33578

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

### **PURPOSE; SCOPE OF SERVICES:**

- I. The purpose of this contract for technology services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.

**A. ONE-TIME SERVICES.** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:

- i. **Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

- ii. **E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

**B. STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services on a monthly basis to the District pursuant to this Contract:

- i. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
- ii. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

**II. ADDITIONAL SERVICES.** In addition to the One-Time and Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above as well as any changes in the scope requested by the District, will be considered additional services. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

**III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the

District has issued its written approval of the description and fees for such services to the Consultant.

- IV. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant may change the prices only with the District's written consent.

**V. FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- iv. For the purposes of this Contract, an out-of-pocket expense is an expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage and copies.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

#### **B. PAYMENT TERMS.**

- i. **One-Time Services.** One-Time Services will be billed at fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Standard On-Going Services.** Standard On-Going Services will be billed monthly at a fixed fee pursuant to the schedule shown in **Exhibit B**.
- iii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- v. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by

the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

**VII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

**VIII. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

**IX. RESPONSIBILITIES.**

**A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor, subcontractor, supplier, or of any other individual or entity performing services that are not under the control of the Consultant or its own employees, contractors, subcontractors, agents or related entities. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**X. TERMINATION.** This Contract may be terminated as follows:

**A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant at the address noted herein.

**B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.

- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the domain(s), e-mails, books and records of the District to the District or its designee. Upon termination, the District will continue to own the domain name, e-mail accounts and e-mail and website content.

**XI. GENERAL TERMS AND CONDITIONS.**

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Manatee County, Florida.
- E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

## **XII. INDEMNIFICATION.**

**A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless and/or willful misconduct of the Consultant or persons or entities within Consultants control and direction, the District agrees to indemnify and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District that relates to the subject matter of this Contract. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall 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.

**XIII. INSURANCE.**

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
  - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**XIV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be



made by the Consultant or the District without the prior written approval of the other party is void.

- XV. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant 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 Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

- XVI. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

<b>If to the District:</b>	Palma Sola Trace Community Development District 9428 Camden Field Parkway Riverview, Florida 33578 Attn: District Manager
----------------------------	---

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300 (32301)  
P.O. Box 6526  
Tallahassee, FL 32314  
Attn: District Counsel

**If to the Consultant:** Rizzetta Technology Services, LLC.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

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

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA TECHNOLOGY SERVICES, LLC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: Managing Member

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name

**Exhibit A – Scope of Services**  
**Exhibit B – Schedule of Fees**

**EXHIBIT A**  
Scope of Services

**ONE-TIME SERVICES:** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract.

**Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

**E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

**STANDARD ON-GOING SERVICES:** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

1. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
2. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

**REQUIRED WEB SITE CONTENT:** Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents, which requirements may be changed from time to time and which Consultant shall be responsible for ensuring District compliance associated therewith. Changes to the requirements may be subject to additional fees:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and

- appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
  5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
  6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
  7. A description of the boundaries or service area of, and the services provided by, the special district.
  8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
  9. The primary contact information for the special district for purposes of communication from the department.
  10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
  11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
  12. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.
  13. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.
  14. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.
  15. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
  16. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
  17. The public facilities report, if applicable.
  18. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
  19. At least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least one (1) year after the event.

**LITIGATION SUPPORT SERVICES:** Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

**EXHIBIT B**  
Schedule of Fees

**One-Time Services** will be billed at a fee pursuant to the following schedule:

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Website Development:	Yes_____	No_____	\$ 750.00
Email Set-up:	Yes_____	No_____	\$ 500.00
<b>Total One-Time Services:</b>			<b>\$_____</b>

**Standard On-Going Services** will be billed in advance monthly pursuant to the following schedule:

---

		<b>MONTHLY</b>
Website Compliance and Management:		\$ 100.00
Email (50 GB per user) at \$15.00 per month per account:		
Board Supervisor Account	_____ X \$15.00	\$_____
Onsite Staff Account	_____ X \$15.00	\$_____
Miscellaneous Account	_____ X \$15.00	\$_____
<b>Total Standard On-Going Services:</b>		<b>\$_____</b>

**ADDITIONAL AND LITIGATION SUPPORT SERVICES:**

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Managing Partner	\$300.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Systems Administrator	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Manager, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00



Tab 5

**PALMA SOLA TRACE CDD  
ADA WEBSITE SERVICES PROPOSAL SUMMARY**

Services	ADASC	Campus Suites	VGlobal Tech	Services Description
New Website Creation (1)	\$2,400.00	\$2,325.00	\$5,250.00	Create ADA compliant website to WCAG 2.1 standards.
Rizzetta Development Assistance	\$750.00	\$750.00	\$750.00	Supply content and materials for website creation and verify Chapter 189 compliance.
Rizzetta Email Set-up	\$500.00	\$500.00	\$500.00	Set-up new emails and transfer over old folders and back up.
<b>One Time Total:</b>	<b>\$3,650.00</b>	<b>\$3,575.00</b>	<b>\$6,500.00</b>	
Quarterly Audits	Included	Included	\$1,600.00	Quarterly audits are required by CDD insurance carrier.
Monthly Audits & Maintenance	\$900.00	Included	N/A	Continued accessibility and ongoing compliance support plus 10 hours of additional support.
Annual Maintenance	Included	\$600.00	N/A	Assure ongoing ADA compliance of website.
Website Hosting & Backups	\$300.00	Included	\$300.00	Website hosting and backups.
PDF Remediation Per Page (2)	\$99.00	\$937.50	Included	
Rizzetta Websites Services	\$1,200.00	\$1,200.00	\$1,200.00	Purchase domain, maintain Chapter 189 compliance and work with and manage website vendor.
Rizzetta Email Services	\$900.00	\$900.00	\$900.00	Email (50 GB per user) at \$15.00 per month per account for 5 accounts.
<b>Estimated Ongoing Annual Total:</b>	<b>\$3,399.00</b>	<b>\$3,637.50</b>	<b>\$4,000.00</b>	
<b>Estimated First Year Total*:</b>	<b>\$7,049.00</b>	<b>\$7,212.50</b>	<b>\$10,500.00</b>	*Deduct \$900 for ADASC which waives the Monthly Audits & Maintenance for the first year.

**NOTES:**

(1). ADASC includes it in the price, VGlobal Tech includes 2 years of documents and Campus Suites up to 1,500 pages.

(2). VGlobal Tech is unlimited included in Annual Maintenance. ADASC is \$99 for two years unlimited. Campus Suites will convert up to 750 pages to PDF assessable documents after that \$1.05 to \$1.75 per page.

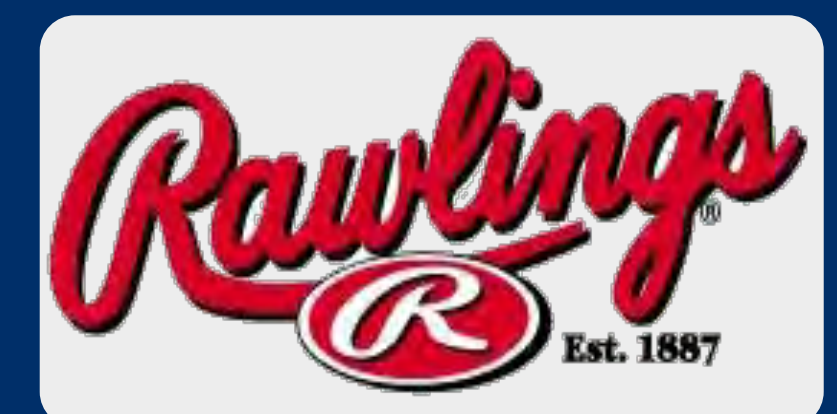
# **Palma Sola Trace**

**Website Compliance and Accessibility**





# A Sampling of Our Clients





# Dear Palma Sola Trace CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident that our expertise in website and PDF accessibility makes us the right choice for Palma Sola Trace.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

## 1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

## 2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

## 3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team



# Experience Counts



ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

*We are happy to provide you with references upon request*



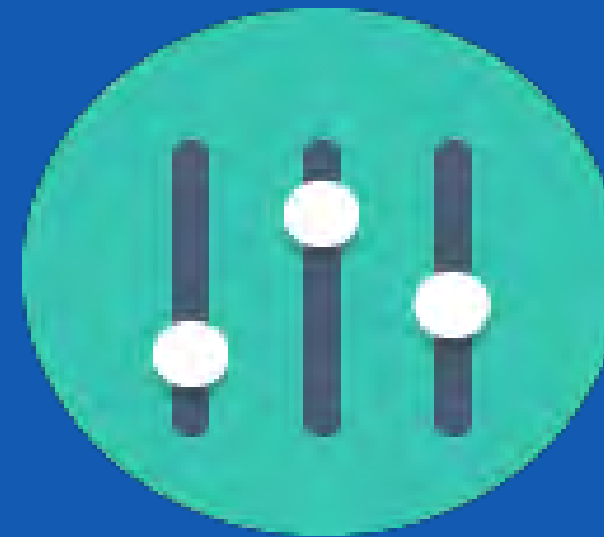


# Phase 1: Risk-Mitigation



## Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



## Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



## Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

# Your New, Accessible & Compliant Website

## Phase 2

### Migration of All Content

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

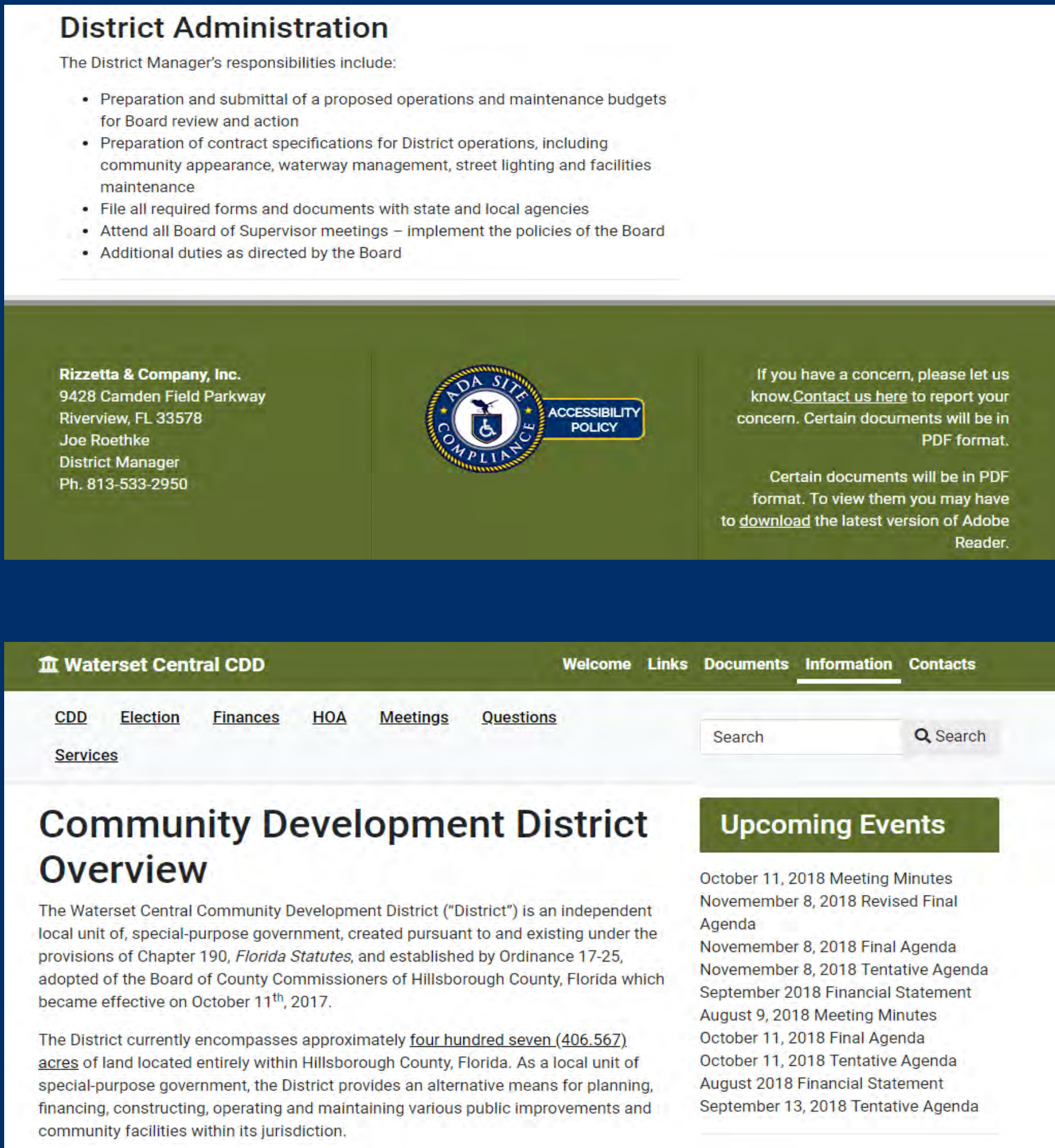
## Phase 3

### Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.









# Creation of a New, Compliant & Accessible Website



**\$2,400 (year 1)** \* **Migration of current site content to new, ADA-compliant format**

\* **Palma Sola Trace CDD owns 100% of the website**

\* **No annual fee in year one**

**\$900 (annually)** - Continued accessibility and ongoing compliance support as standards change

## Includes:

\* **20 FREE hours of annual consulting (a \$5,000 value)**

\* **FREE monthly tech audit reports for ongoing maintenance (a \$999 value)**

\* **Customized Accessibility Policy**

\* **ADASC Compliance Shield**

\* **No annual fee in year one**

*\* the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*







# PDFs

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs



# Hosting

\$300 per year (a \$1,200 value)

Includes the following premium features:

- Active firewall
  - Virus protection
  - SSL certificate
  - Daily file and database backup
  - Disaster recovery
  - Server optimization
- *the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*



### Districts Choose ADASC For:

- \* Turnkey solutions that provide unmatched convenience
- \* Services that don't just meet, but exceed, insurance requirements
- \* The most experienced team of experts in our field
- \* Our single focus on digital accessibility and compliance
- \* The lowest-cost option among legitimate service providers

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**New, Compliant Website: \$2,400**

**PDFs: \$99**

**Hosting & Backup: \$300**

**Year One Cost: \$2,799**



# **FREE for All Egis Clients**

## **A \$5,999 Value**

- \* 20 FREE hours of annual website consulting (a \$5,000 value)
- \* FREE monthly tech audit reports for ongoing compliance (a \$999 value)



# A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"  
ABC TV'S *SHARK TANK*





# ***ADA Site Compliance***

**The Website & PDF Accessibility Experts Asked to Present to:**



**The Trusted Resource for Those That You Trust**





# Contact Information



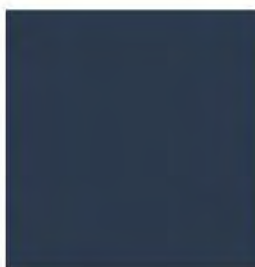
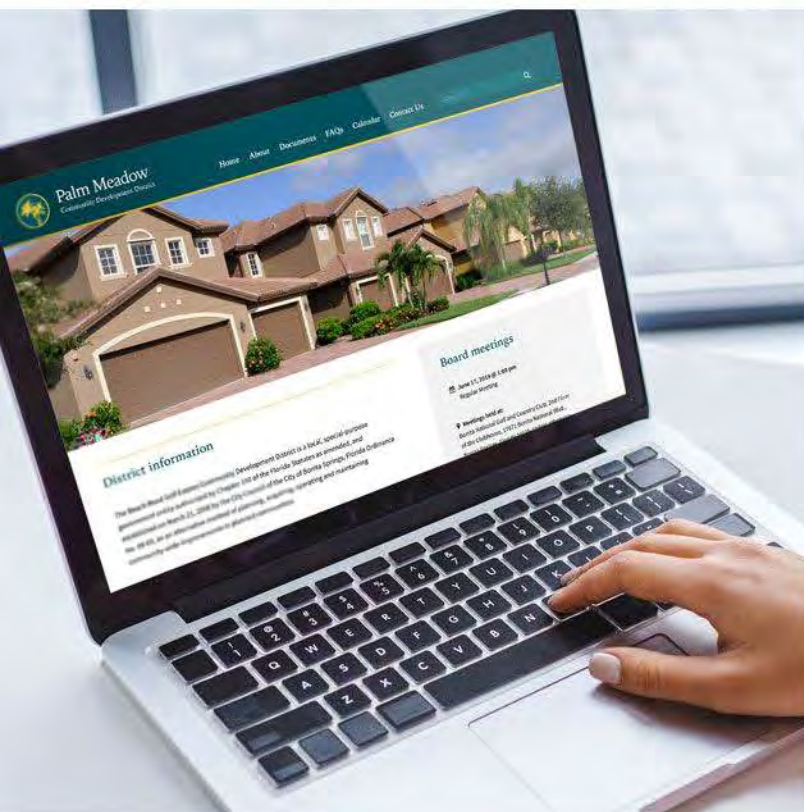
**ADA Site Compliance, LLC**

Jeremy Horelick, Vice President  
(561) 258-9518 Direct

[jeremy@AdaSiteCompliance.com](mailto:jeremy@AdaSiteCompliance.com)

**[www.AccessibleDistrictWebsites.com](http://www.AccessibleDistrictWebsites.com)**





# Keeping your community informed. And you compliant.

Palma Sola Trace Community Development District

Proposal date: 2019-07-08


Proposal ID: 98GSR-PWUSZ-SEQQG-YYWBN

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**Ted Saul**

*Director - Digital Communication*

 *Certified Specialist*

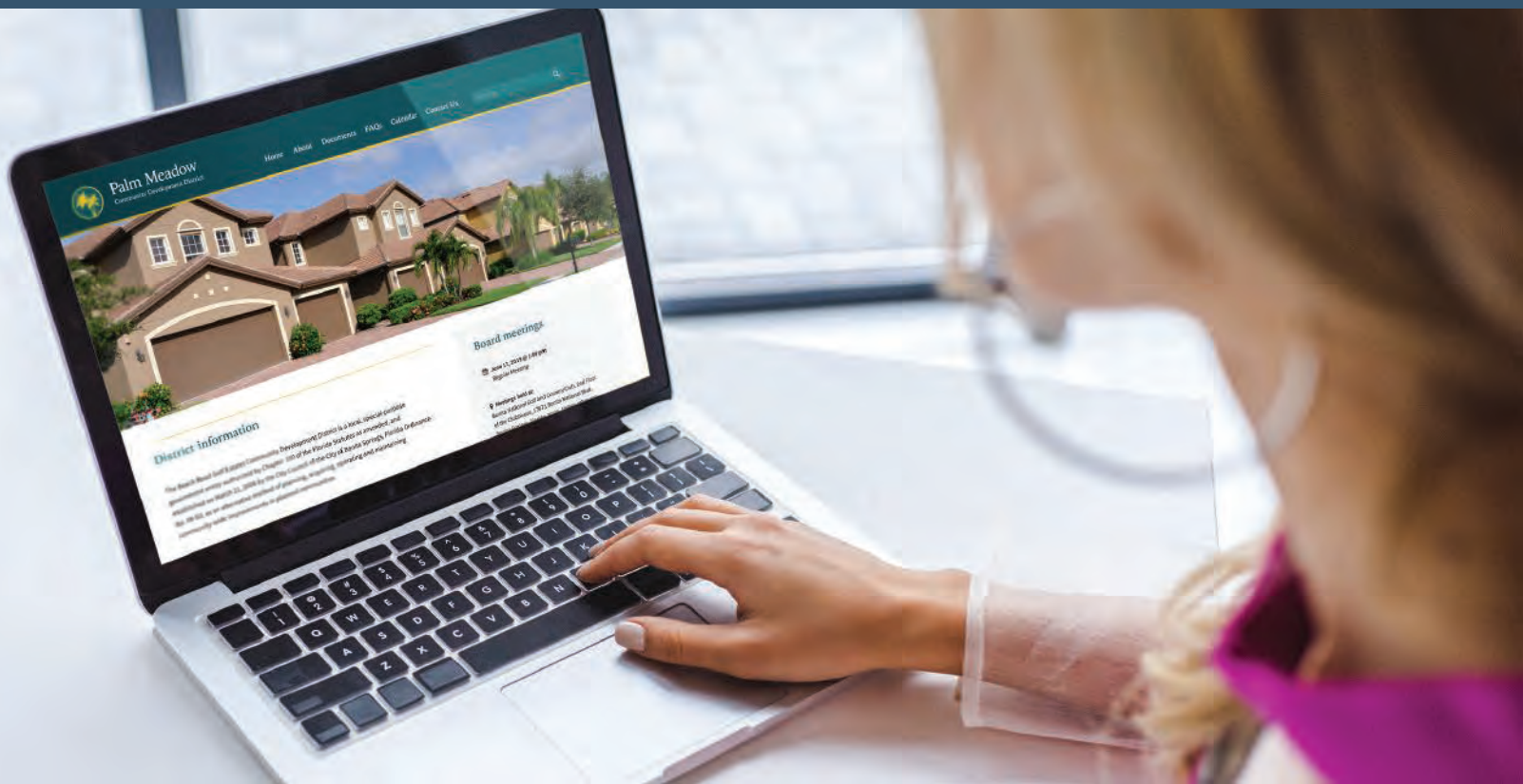
**campus**  
suite

# Pricing

Effective date: 2019-07-15

Implementation	Quantity	Subtotal
<b>Onboarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li></ul>	1	\$2,325.00
Ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly site reporting, monitoring and error corrections</li></ul>	1	\$600.00
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Remediation of up to 750 PDF pages</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	750*	\$937.50
<b>Social Media Manager</b>		Included
<b>Total:</b>		<b>\$3,862.50</b>

*\*Maximum PDF pages per 12 month period*



## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### Designed for districts



**Easy-to-update website, hosting and support**



**Worry-free ADA-compliance, auditing and full reporting**



**Meets Florida statutes and federal laws**



**Save CDD board time and money**



# Keeping your community informed and compliant.



**Accessibility Compliance**  
with Campus Suite

## We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

## A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy  
Website Accessibility Center**

[www.campussuite.com/accessibility-center](http://www.campussuite.com/accessibility-center)

# Frequently asked questions

## **For PDF service, what is the price per page?**

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

## **What does the PDF scan and remediation process look like?**

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

## **What does the ADA managed service process for our website look like?**

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

## **How long does it take?**

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

## **What standards do you follow for ADA?**

We follow WCAG AA 2.1 guidelines

## **Are there any hidden fees?**

No.

## **How long does it take to build the website?**

It depends upon your responsiveness, but generally only a couple of weeks.

## **Can we change the design of our website?**

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

## **Do your sites offer a calendar?**

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

# Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
  4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

### **3. Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

### **4. Support Services.**

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.



# Website Creation and Management Agreement

## AGREEMENT BETWEEN THE Palma Sola Trace COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

This Agreement ("Agreement") is entered into as of 2019-07-15 by and between:

**Palma Sola Trace Community Development District**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 3434 Colwell Avenue, Tampa, FL 33614 (the "**District**"), and

**Innersync Studio, Ltd., d/b/a Campus Suite**, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

### RECITALS

**Whereas**, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

**Whereas**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

**Whereas**, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

**Whereas**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

**Whereas**, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**Now, therefore,** in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1. Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**Section 2. Scope of Work.** Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

**A. Initial Website Remediation.** Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("Compliance Shield");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;

- ix. secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

**B. Maintenance.** Starting October 1, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request.
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request.
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;
- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades

are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

**vii.** perform monthly comprehensive technological, and human as needed, audits to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

**viii.** in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

**ix.** continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

**x.** provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards

**C. Additional Services.** In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

**i.** providing a point of contact to respond to requests for Website accommodation;

**ii.** converting documents for a public records requests received by the District;

**iii.** providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

**Section 3. Compensation.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

**A. Initial Website Remediation.** For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of \$2,325.00 [plus (\$0.98) per page remediated pursuant to Section 2(A)(ii)]. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

**B. Maintenance.** For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019 the District shall pay Contractor (\$1,515.00) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

**C. Additional Conversions.** For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

**D. Invoices; Payment.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

#### **Section 4. Term and Termination.**

**A. Term.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

**B. Termination.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then

Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

**Section 5. Representations, Warranties and Covenants.** Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

## **Section 6. Intellectual Property.**

**A. Contractor Materials.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. The District Materials; Publicity and Trademarks.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to

address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "District Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, 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).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

**C. Right to Display Contractor's Compliance Shield / Accessibility Policy.** Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**Section 7. Public Records.** Contractor understands and agrees that all documents or on-line content 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 \_\_\_\_\_ ("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 Work; 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (\_\_\_\_) \_\_\_\_-\_\_\_\_, \_\_\_\_\_@\_\_\_\_\_.COM, OR AT \_\_\_\_\_, FLORIDA \_\_\_\_\_.**

#### **Section 8. Indemnity.**

**A.** Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**Section 9. Scrutinized Companies Statement.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

#### **Section 10. General Provisions.**



**A. Conflicts.** The terms of this Agreement and Exhibit A are intended to complement each other, and to the extent they conflict, the terms of Exhibit A shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to Exhibit A; in all other respects, the provisions of this Agreement shall control.

**B. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**C. Independent Contractor.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**D. Dispute Resolution.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**E. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the

laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of \_\_\_\_\_, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**F. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**G. Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**H. Default and Protection against Third-Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**I. Notices.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

**If to Contractor:**

Innersync Studio, Ltd.,  
d/b/a Campus Suite  
752 Dunwoodie Drive  
Cincinnati, Ohio 45230

Attn: Steven Williams

**If to District:**

Palma Sola Trace Community Development District

---

Attn: District Manager

**With a copy to:**

Hopping Green & Sams PA

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301

Attn: District Counsel

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

**J. Entire Agreement.** This Agreement, together with Exhibit A, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

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

**L. Assignment.** Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

**M. Amendments.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**N. Force Majeure.** If either party is prevented from performing any of its obligations under this Agreement

due to any cause beyond the party's reasonable control, including, without limitations, an “act of God,” fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**O. Survival.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

**P. Waiver.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

**Q. Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**R. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**S. Descriptive Headings.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**In witness whereof**, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

**ATTEST:Palma Sola Trace COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_. \_\_\_\_\_  
Secretary Chairperson, Board of Supervisors .      Date

\_\_\_\_\_  
Print name

**WITNESS: INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE**, an Ohio limited liability company

\_\_\_\_\_. \_\_\_\_\_  
Print Name: By: Steven Williams, (Title) .      Date

## Exhibit A: Proposal for Services

Implementation	Quantity	Subtotal
<b>Onboarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li></ul>	1	\$2,325.00
<b>Ongoing services</b>	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly site reporting, monitoring and error corrections</li></ul>	1	\$600.00
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Remediation of up to 750 PDF pages</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	750*	\$937.50
<b>Social Media Manager</b>		Included

# Proposal For Palma Sola Trace CDD

**URL:** <http://palmasolatraceddd.org>

**Website Type:** Medium

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 <sup>th</sup> , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated as per email from Eric Dailey – content upload cost added	VB Joshi



BBB Rating: A+  
Click for Profile

**Your website gets 2 Compliance Seals**

**VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal\***

(\* Human Audit Contract required)



**VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.**

Visit <https://vglobaltech.com/website-compliance/> for details.

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**Any violations are punishable under the law and shall be prosecuted.**



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## 1.0 The Law

Source: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

### **189.069 Special districts; required reporting of information; web-based public access. —**

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

## 2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**

## 2.1 Common Problems and Solutions in Website Accessibility?

### 2.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

## 2.1.5 Web Content Accessibility Guidelines (WCAG)

### Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

**VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.**

**Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.**

Please see References section for several resources on compliance.

### 3.0 Pricing

#### Website Complexity: **Medium Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.  
All costs below are per website / CDD:**

#### **3.1 Existing Website Remediation / New Website Build:**

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	<b>ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)</b>
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	<b>Web Design Total: \$5250/- (one time)</b>



### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <b><i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i></b>
2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b><i>new documents during the maintenance year only</i></b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). <b>There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software.</b> If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	<b>Total Monthly Maintenance with full content upload, document conversion and Hosting:</b> <b>\$300 / month</b>  *support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10 <sup>th</sup> of every month

### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

**Together we are now able to provide not one but two compliance seals for all our customers:**

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

#### 2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

**Cost for Audit: \$400 / per audit**

- Can be paid yearly for all 4 audits (\$1600) or can be paid per audit every quarter \$400
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions:

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

## 4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

**Select Proper Option Below, Sign and Date, Return to [contact@vglobaltech.com](mailto:contact@vglobaltech.com):**

---

☐

### **Option1: Website only**

*Section 3.1: One time (website conversion and compliance cost):*

☐

### **Option2: Website and Monthly Maintenance w/ Hosting**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

☐

### **Option3: Website and Quarterly Audits**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

☐

### **Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

**Signatures:**

---

For Customer

Date

VB Joshi

---

For VGlobalTech

Date

## 5.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, *Disability Rights Section***

<https://www.ada.gov/websites2.htm>

**Web design Standards:** <https://www.w3schools.com/>

**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

<http://vglobaltech.com/website-compliance/>



Tab 6



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# **Palma Sola Trace Community Development District**

[palmasolatracecdd.org](http://palmasolatracecdd.org)

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**Proposed Budget for Fiscal Year 2019/2020**

**Presented by: Rizzetta & Company, Inc.**

**9428 Camden Field Parkway  
Riverview, FL 33578**

[rizzetta.com](http://rizzetta.com)



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## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



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**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.



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**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.



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**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.



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**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.



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**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



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## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



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## **DEBT SERVICE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

---

### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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**Proposed Budget**  
**Palma Sola Trace Community Development District**  
**General Fund**  
**Fiscal Year 2019/2020**

	Chart of Accounts Classification	Actual YTD through 02/28/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
1								
2	<b>REVENUES</b>							
3								
12	Interest Earnings							
13	Interest Earnings	\$ 394	\$ 278	\$ 1,000	\$ (722)	\$ 1,000	\$ -	
14	Special Assessments							
15	Tax Roll*	\$ 150,132	\$ 149,074	\$ 149,074	\$ -	\$ 149,074	\$ -	\$161,339 with reserves
31								
32	<b>TOTAL REVENUES</b>	<b>\$ 150,526</b>	<b>\$ 149,352</b>	<b>\$ 150,074</b>	<b>\$ (722)</b>	<b>\$ 150,074</b>	<b>\$ -</b>	
33								
34	Balance Forward from Prior Year		\$ -	\$ 35,000	\$ (35,000)	\$ 21,200	\$ (13,800)	
35								
36	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 150,526</b>	<b>\$ 149,352</b>	<b>\$ 185,074</b>	<b>\$ (35,722)</b>	<b>\$ 171,274</b>	<b>\$ (13,800)</b>	
37								
38	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
39								
40	<b>EXPENDITURES - ADMINISTRATIVE</b>							
41								
42	Legislative							
43	Supervisor Fees	\$ 2,800	\$ 6,720	\$ 7,000	\$ 280	\$ 7,000	\$ -	
44	Financial & Administrative							
45	Administrative Services	\$ 2,250	\$ 5,400	\$ 5,400	\$ -	\$ 5,400	\$ -	
46	District Management	\$ 8,375	\$ 20,100	\$ 20,100	\$ -	\$ 20,100	\$ -	
47	District Engineer	\$ 3,168	\$ 7,603	\$ 6,500	\$ (1,103)	\$ 6,500	\$ -	
48	Disclosure Report	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
49	Trustees Fees	\$ 1,437	\$ 1,437	\$ 2,200	\$ 763	\$ 2,200	\$ -	
50	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
51	Financial & Revenue Collections	\$ 2,083	\$ 4,999	\$ 5,000	\$ 1	\$ 5,000	\$ -	
52	Accounting Services	\$ 7,500	\$ 18,000	\$ 18,000	\$ -	\$ 18,000	\$ -	
53	Auditing Services	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 3,300	\$ (700)	Per Contract
54	Arbitrage Rebate Calculation	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ (500)	Exempt
59	Public Officials Liability Insurance	\$ 2,500		\$ 2,750	\$ 2,750	\$ 2,750	\$ -	
60	Legal Advertising	\$ 178	\$ 427	\$ 700	\$ 273	\$ 700	\$ -	
62	Dues, Licenses & Fees	\$ 175	\$ 420	\$ 175	\$ (245)	\$ 175	\$ -	
66	Website Hosting, Maintenance, Backup (and	\$ 875	\$ 2,100	\$ 2,100	\$ -	\$ 4,000	\$ 1,900	
67	Legal Counsel							
68	District Counsel	\$ 3,327	\$ 7,985	\$ 10,000	\$ 2,015	\$ 10,000	\$ -	
73								
74	<b>Administrative Subtotal</b>	<b>\$ 40,668</b>	<b>\$ 81,191</b>	<b>\$ 90,425</b>	<b>\$ 9,234</b>	<b>\$ 91,125</b>	<b>\$ 700</b>	
75								
76	<b>EXPENDITURES - FIELD OPERATIONS</b>							
77								
90	Electric Utility Services							
91	Utility Services	\$ 745	\$ 1,788	\$ 2,000	\$ 212	\$ 2,000	\$ -	
92	Street Lights	\$ 628	\$ 1,507	\$ 10,000	\$ 8,493	\$ 5,000	\$ (5,000)	\$3775 Last year
111	Stormwater Control							
113	Fountain Service Repairs & Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
115	Lake/Pond Bank Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 2,500	\$ (2,500)	\$0 Last year
116	Wetland Monitoring & Maintenance	\$ 1,800	\$ 4,320	\$ 9,000	\$ 4,680	\$ 12,000	\$ 3,000	Ditch
117	Aquatic Maintenance	\$ 4,250	\$ 10,200	\$ 10,200	\$ -	\$ 10,200	\$ -	Ponds
118	Miscellaneous Expense	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
119	Aquatic Plant Replacement	\$ 5,000	\$ 12,000	\$ 5,000	\$ (7,000)	\$ 5,000	\$ -	
125	Other Physical Environment							
130	General Liability Insurance	\$ 2,750		\$ 3,025	\$ 3,025	\$ 3,025	\$ -	
131	Property Insurance	\$ 199		\$ 219	\$ 219	\$ 219	\$ -	
135	Landscape Maintenance	\$ 9,033	\$ 21,679	\$ 9,250	\$ (12,429)	\$ 9,250	\$ -	
151	Miscellaneous Expense	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
153	Road & Street Facilities							
157	Gate Facility Maintenance	\$ 880	\$ 2,112	\$ 1,000	\$ (1,112)	\$ 1,000	\$ -	
158	Street Light Decorative Light Maintenance	\$ 11,048	\$ 26,515	\$ 35,000	\$ 8,485	\$ 25,000	\$ -	\$15504 Last Year
218	Contingency							
220	Miscellaneous Contingency	\$ -	\$ -	\$ 3,455	\$ 3,455	\$ 3,455	\$ -	
223								
224	<b>Field Operations Subtotal</b>	<b>\$ 36,333</b>	<b>\$ 80,122</b>	<b>\$ 94,649</b>	<b>\$ 14,527</b>	<b>\$ 80,149</b>	<b>\$ (4,500)</b>	
225								
226	<b>Contingency for County TRIM Notice</b>							
227								
228	<b>TOTAL EXPENDITURES</b>	<b>\$ 77,001</b>	<b>\$ 161,313</b>	<b>\$ 185,074</b>	<b>\$ 23,761</b>	<b>\$ 171,274</b>	<b>\$ (3,800)</b>	
229								
230	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 73,525</b>	<b>\$ (11,961)</b>	<b>\$ -</b>	<b>\$ (11,961)</b>	<b>\$ -</b>	<b>\$ (10,000)</b>	
231								

**Proposed Budget**  
**Palma Sola Trace Community Development District**  
**Reserve Fund**  
**Fiscal Year 2019/2020**

	Chart of Accounts Classification	Actual YTD through 02/28/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
1								
2	<b>REVENUES</b>							
4	Interest Earnings							
5	Interest Earnings	\$ 242	\$ 242	\$ -	\$ 242		\$ -	
4	Special Assessments							
5	Tax Roll*	\$ 12,265	\$ 12,265	\$ 12,265	\$ -	\$ 12,265	\$ -	
12								
13	<b>TOTAL REVENUES</b>	<b>\$ 12,265</b>	<b>\$ 12,265</b>	<b>\$ 12,265</b>	<b>\$ -</b>	<b>\$ 12,265</b>	<b>\$ -</b>	
14								
16								
17	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 12,265</b>	<b>\$ 12,265</b>	<b>\$ 12,265</b>	<b>\$ -</b>	<b>\$ 12,265</b>	<b>\$ -</b>	
18								
19	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
20								
21	<b>EXPENDITURES</b>							
22								
23	Contingency							
25	Capital Reserve	\$ 12,265	\$ 12,265	\$ 12,265		\$ 12,265	\$ -	
27	<b>TOTAL EXPENDITURES</b>	<b>\$ 12,265</b>	<b>\$ 12,265</b>	<b>\$ 12,265</b>	<b>\$ -</b>	<b>\$ 12,265</b>	<b>\$ -</b>	
28								
29	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
30								

**Budget Template**  
**Palma Sola Trace Community Development District**  
**Debt Service**  
**Fiscal Year 2019/2020**

<b>Chart of Accounts Classification</b>	<b>Series 2013A-1</b>	<b>Budget for 2019/2020</b>
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$ 268,611.88	\$ 268,611.88
<b>TOTAL REVENUES</b>	<b>\$ 268,611.88</b>	<b>\$ 268,611.88</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Financial & Administrative		
Debt Service Obligation	\$ 268,611.88	\$ 268,611.88
<b>Administrative Subtotal</b>	<b>\$ 268,611.88</b>	<b>\$ 268,611.88</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 268,611.88</b>	<b>\$ 268,611.88</b>
<b>EXCESS OF REVENUES OVER EXP</b>	<b>0</b>	<b>0</b>

Manatee County Collection Costs (3%) and Early 7.0%

**Gross assessments \$ 288,457.77**

**Notes:** y y y  
of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

**Palma Sola Trace Community Development District**

**FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

<b>2019/2020 O&amp;M Budget</b>	\$161,339.00
<b>Collection Costs @ 3%:</b>	\$5,204.48
<b>Early Payment Discount @ 4%:</b>	\$6,939.31
<b>2019/2020 Total:</b>	<b>\$173,482.80</b>

<b>2018/2019 O&amp;M Budget</b>	\$161,339.00
<b>2019/2020 O&amp;M Budget</b>	\$161,339.00
<b>Total Difference:</b>	<b>\$0.00</b>

	<b>PER UNIT ANNUAL ASSESSMENT</b>		<b>Proposed Increase / Decrease</b>	
	<b>2018/2019</b>	<b>2019/2020</b>	<b>\$</b>	<b>%</b>
<b>Debt Service - Condo</b>	\$455.29	\$455.29	\$0.00	0.00%
<b>Operations/Maintenance - Condo</b>	\$317.73	\$317.73	\$0.00	0.00%
<b>Total</b>	<b>\$773.02</b>	<b>\$773.02</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Debt Service - Paired Villa</b>	\$585.37	\$585.37	\$0.00	0.00%
<b>Operations/Maintenance - Paired Vil</b>	\$317.73	\$317.73	\$0.00	0.00%
<b>Total</b>	<b>\$903.10</b>	<b>\$903.10</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Debt Service - Single Family</b>	\$650.41	\$650.41	\$0.00	0.00%
<b>Operations/Maintenance - Single Fam</b>	\$317.73	\$317.73	\$0.00	0.00%
<b>Total</b>	<b>\$968.14</b>	<b>\$968.14</b>	<b>\$0.00</b>	<b>0.00%</b>

**PALMA SOLA TRACE**

**FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET	\$161,339.00
COLLECTION COSTS @ 3.0%	\$5,204.48
EARLY PAYMENT DISCOUNT 4.0%	\$6,939.31
<b>TOTAL O&amp;M ASSESSMENT</b>	<b><u>\$173,482.80</u></b>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&amp;M ASSESSMENT</u>				<u>PER LOT ANNUAL ASSESSMENT</u>		
	<u>SERIES 2013A-1</u>		<u>EAU FACTOR</u> <sup>(1)</sup>	<u>TOTAL</u>	<u>% TOTAL</u>	<u>TOTAL</u>	<u>O&amp;M</u>	<u>DEBT SERVICE</u> <sup>(3)</sup>	<u>TOTAL</u> <sup>(4)</sup>
	<u>O&amp;M</u>	<u>DEBT SERVICE</u> <sup>(1) (2)</sup>		<u>EAU's</u>	<u>EAU's</u>	<u>O&amp;M BUDGET</u>			
Condos	272	271	1.00	272.00	49.82%	\$86,423.66	\$317.73	\$455.29	\$773.02
Paired Villas	126	122	1.00	126.00	23.08%	\$40,034.49	\$317.73	\$585.37	\$903.10
Single Family	148	144	1.00	148.00	27.11%	\$47,024.64	\$317.73	\$650.41	\$968.14
	<u>546</u>	<u>537</u>		<u>546.00</u>	<u>100.00%</u>	<u>\$173,482.80</u>			
LESS: Manatee County Collection Costs (3%) and Early Payment Discount (4%):						<b><u>(\$12,143.80)</u></b>			
<b>Net Revenue to be Collected</b>						<b><u>\$161,339.00</u></b>			

<sup>(1)</sup> Reflects 9 (nine) Series 2013A-1 prepayments.

<sup>(2)</sup> Reflects the number of total lots with Series 2013A-1 debt outstanding.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2013A-1 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discount costs.

<sup>(4)</sup> Annual assessment that will appear on November 2019 Manatee County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early)

<sup>(5)</sup> The allocation of the O&M Assessment reflects an equal per unit assessment approved by the Board of Supervisors.

Tab 7

## RESOLUTION 2019-04

### THE ANNUAL APPROPRIATION RESOLUTION OF THE PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2019, submitted to the Board of Supervisors ("**Board**") of the Palma Sola Trace Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

## SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Palma Sola Trace Community Development District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
RESERVE FUND	\$ _____
DEBT SERVICE FUND, SERIES 2013A-1	\$ _____
TOTAL ALL FUNDS	\$ _____

## SECTION 3. BUDGET AMENDMENTS



Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 22<sup>nd</sup> DAY OF AUGUST, 2019.**

**ATTEST:**

**PALMA SOLA TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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Assistant Secretary

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Chair / Vice Chair

Tab 8

## RESOLUTION 2019-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Palma Sola Trace 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; and

**WHEREAS**, the District is located in Manatee County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Channing Park Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given

year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of August, 2019.

ATTEST:

**PALMA SOLA TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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Assistant Secretary

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

Tab 9

**RESOLUTION 2019-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Palma Sola Trace Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Manatee County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Community Affairs, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Manatee County, a schedule of the District's regular meetings.

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

**PASSED AND ADOPTED THIS 22<sup>nd</sup> DAY OF AUGUST, 2019.**

**ATTEST:**

**PALMA SOLA TRACE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair / Vice Chair

## **EXHIBIT A**

### **BOARD OF SUPERVISORS MEETING DATES PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2019/2020**

October 24, 2019

December 26, 2019

February 27, 2020

April 23, 2020

June 25, 2020

August 27, 2020

All meetings will convene at 1:30 PM and will be held at the Palma Sola Trace Clubhouse, located at 7408 Hamilton Road, Bradenton, Florida 34209.



Tab 10



Rizzetta & Company

# **Palma Sola Trace Community Development District**

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**Financial Statements  
(Unaudited)**

**May 31, 2019**

**Prepared by: Rizzetta & Company, Inc.**

[palmasolatracedd.org](http://palmasolatracedd.org)  
[rizzetta.com](http://rizzetta.com)

**Palma Sola Trace Community Development District**

Balance Sheet

As of 5/31/2019

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Governmental Funds	General Fixed Assets Account Group	General Long-Term Debt Account Group
<b>Assets</b>						
Cash In Bank	122,053	0	0	122,053	0	0
Investments	127,654	0	290,863	418,518	0	0
Investments--Reserves	0	167,749	0	167,749	0	0
Accounts Receivable	138	0	229	367	0	0
Prepaid Expenses	0	0	0	0	0	0
Deposits	381	0	0	381	0	0
Due From Other Funds	0	0	0	0	0	0
Amount Available in Debt Service	0	0	0	0	0	291,093
Amount To Be Provided Debt Service	0	0	0	0	0	2,843,907
Fixed Assets	0	0	0	0	1,341,827	0
Total Assets	<u>250,227</u>	<u>167,749</u>	<u>291,093</u>	<u>709,068</u>	<u>1,341,827</u>	<u>3,135,000</u>
<b>Liabilities</b>						
Accounts Payable	1,567	0	0	1,567	0	0
Accrued Expenses Payable	388	0	0	388	0	0
Due To Other Funds	0	0	0	0	0	0
Revenue Bonds Payable--Long Term	0	0	0	0	0	3,135,000
Total Liabilities	<u>1,955</u>	<u>0</u>	<u>0</u>	<u>1,955</u>	<u>0</u>	<u>3,135,000</u>
<b>Fund Equity &amp; Other Credits</b>						
Beginning Fund Balance	205,696	154,403	275,018	635,118	1,341,827	0
Net Change in Fund Balance	42,575	13,345	16,075	71,995	0	0
Total Fund Equity & Other Credits	<u>248,271</u>	<u>167,749</u>	<u>291,093</u>	<u>707,113</u>	<u>1,341,827</u>	<u>0</u>
Total Liabilities & Fund Equity	<u>250,227</u>	<u>167,749</u>	<u>291,093</u>	<u>709,068</u>	<u>1,341,827</u>	<u>3,135,000</u>

See Notes to Unaudited Financial Statements

**Palma Sola Trace Community Development District**

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2018 Through 5/31/2019

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Revenues					
Interest Earnings					
Interest Earnings	1,000	667	739	73	26.08%
Special Assessments					
Tax Roll	149,074	149,074	150,132	1,058	(0.70)%
Total Revenues	150,074	149,741	150,871	1,130	(0.53)%
Expenditures					
Legislative					
Supervisor Fees	7,000	4,667	3,600	1,067	48.57%
Financial & Administrative					
Administrative Services	5,400	3,600	3,600	0	33.33%
District Management	20,100	13,400	13,400	0	33.33%
District Engineer	6,500	4,333	4,518	(185)	30.48%
Disclosure Report	1,000	1,000	1,000	0	0.00%
Trustees Fees	2,200	1,437	1,437	0	34.69%
Assessment Roll	5,000	5,000	5,000	0	0.00%
Financial & Revenue Collections	5,000	3,333	3,333	0	33.33%
Accounting Services	18,000	12,000	12,000	0	33.33%
Auditing Services	4,000	4,000	3,223	777	19.42%
Arbitrage Rebate Calculation	500	333	0	333	100.00%
Public Officials Liability	2,750	2,750	2,500	250	9.09%
Insurance					
Legal Advertising	700	467	255	212	63.56%
Dues, Licenses & Fees	175	175	175	0	0.00%
Website Hosting, Maintenance, Backup (and Email)	2,100	1,400	1,400	0	33.33%
Legal Counsel					
District Counsel	10,000	6,667	5,570	1,097	44.30%
Electric Utility Services					
Utility Services	2,000	1,333	1,199	134	40.04%
Street Lights	10,000	6,667	1,004	5,663	89.96%
Stormwater Control					
Fountain Service Repairs & Maintenance	500	333	0	333	100.00%
Lake/Pond Bank Maintenance	5,000	3,333	2,450	883	51.00%
Wetland Monitoring & Maintenance	9,000	6,000	4,800	1,200	46.66%
Aquatic Maintenance	10,200	6,800	6,800	0	33.33%
Miscellaneous Expense	500	333	0	333	100.00%
Aquatic Plant Replacement	5,000	3,333	5,000	(1,667)	0.00%
Other Physical Environment					

See Notes to Unaudited Financial Statements

**Palma Sola Trace Community Development District**

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2018 Through 5/31/2019

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
General Liability Insurance	3,025	3,025	2,750	275	9.09%
Property Insurance	219	219	199	20	9.13%
Landscape Maintenance	9,250	6,167	11,601	(5,434)	(25.41)%
Miscellaneous Expense	500	333	0	333	100.00%
Road & Street Facilities					
Gate Facility Maintenance	1,000	667	1,194	(527)	(19.38)%
Street Light Decorative Light Maintenance	35,000	23,333	12,278	11,055	64.92%
Contingency					
Miscellaneous Contingency	3,455	2,303	1,155	1,148	66.57%
Total Expenditures	185,074	128,743	111,441	17,302	39.79%
Excess of Revenue Over (Under) Expenditures	(35,000)	20,998	39,430	18,432	212.65%
Other Financing Sources (Uses)					
Carryforward Fund Balance	35,000	35,000	0	(35,000)	100.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	55,998	39,430	(16,568)	0.00%
Fund Balance, Beginning of Period	0	0	205,696	205,696	0.00%
Fund Balance, End of Period	0	55,998	245,126	189,128	0.00%

**Palma Sola Trace Community Development District**

## Statement of Revenues and Expenditures

Reserve Fund - 005

From 10/1/2018 Through 5/31/2019

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	1,085	1,085	0.00%
Special Assessments				
Tax Roll	12,265	12,265	0	0.00%
Total Revenues	12,265	13,350	1,085	8.85%
Expenditures				
Financial & Administrative				
Bank Fees	0	5	(5)	0.00%
Contingency				
Capital Reserve	12,265	0	12,265	100.00%
Total Expenditures	12,265	5	12,260	99.96%
Excess of Revenue Over (Under) Expenditures	0	13,345	13,345	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	13,345	13,345	0.00%
Fund Balance, Beginning of Period	0	154,403	154,403	0.00%
Fund Balance, End of Period	0	167,749	167,749	0.00%

**Palma Sola Trace Community Development District**

## Statement of Revenues and Expenditures

## Debt Service Fund - 200

From 10/1/2018 Through 5/31/2019

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	5,244	5,244	0.00%
Special Assessments				
Tax Roll	268,612	270,378	1,766	0.65%
Prepayments	0	6,222	6,222	0.00%
Total Revenues	268,612	281,844	13,232	4.93%
Expenditures				
Debt Service				
Interest	128,612	125,769	2,843	2.21%
Principal	140,000	140,000	0	0.00%
Total Expenditures	268,612	265,769	2,843	1.06%
Excess of Revenue Over (Under) Expenditures	0	16,075	16,075	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	16,075	16,075	0.00%
Fund Balance, Beginning of Period	0	275,018	275,018	0.00%
Fund Balance, End of Period	0	291,093	291,093	0.00%

**Palma Sola Trace CDD**  
**Investment Summary**  
**May 31, 2019**

<b><u>Account</u></b>	<b><u>Investment</u></b>	<b><u>Balance as of</u></b> <b><u>May 31, 2019</u></b>
The Bank of Tampa	Money Market Account	\$ 67,333
The Bank of Tampa ICS Program:		
The Park National Bank	Money Market Account	60,321
<b>Total General Fund Investments</b>		<b><u>\$ 127,654</u></b>
The Bank of Tampa ICS Capital Reserve		
The Park National Bank	Money Market Account	\$ 167,749
<b>Total Reserve Fund Investments</b>		<b><u>\$ 167,749</u></b>
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$ 126,900
US Bank Series 2013 Reserve A-1	First American Treasury Obligation Fund Class Z	134,303
US Bank Series 2013 Reserve A-2	First American Treasury Obligation Fund Class Z	18,375
US Bank Series 2013 Prepayment A-1/A-2	First American Treasury Obligation Fund Class Z	11,285
<b>Total Debt Service Fund Investments</b>		<b><u>\$ 290,863</u></b>



**Palma Sola Trace Community Development District**

Summary A/R Ledger

001 - General Fund

From 5/1/2019 Through 5/31/2019

<u>Invoice Date</u>	<u>Customer Name</u>	<u>Invoice Number</u>	<u>Current Balance</u>
10/1/2018	Manatee County Tax Collector	FY18-19	<u>137.85</u>
		Total 001 - General Fund	137.85

**Palma Sola Trace Community Development District**

Summary A/R Ledger

200 - Debt Service Fund

From 5/1/2019 Through 5/31/2019

Invoice Date	Customer Name	Invoice Number	Current Balance
10/1/2018	Manatee County Tax Collector	FY18-19	229.49
		Total 200 - Debt Service Fund	229.49
Report Balance			367.34

**Palma Sola Trace Community Development District**

Aged Payables by Invoice Date

Aging Date - 5/1/2019

001 - General Fund

From 5/1/2019 Through 5/31/2019

Vendor Name	Invoice Date	Invoice Number	Invoice Description	Current Balance
Bellmore Electric Inc.	5/21/2019	7632	Street Light Repairs	110.00
Bellmore Electric Inc.	5/21/2019	7633	Street Light Repairs	300.00
Bellmore Electric Inc.	5/21/2019	7634	Street Light Repairs	300.00
Bellmore Electric Inc.	5/21/2019	7635	Street Light Repairs	110.00
Hopping Green & Sams	5/28/2019	107597	General/Monthly Legal Services 04/19	747.00
Total 001 - General Fund				1,567.00
Report Total				1,567.00

**Palma Sola Trace Community Development District**  
**Notes to Unaudited Financial Statements**  
**May 31, 2019**

**Balance Sheet**

1. Trust statement activity has been recorded through 05/31/19.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

**Summary A/R Ledger – Payment Terms**

4. Payment terms for landowner assessments are (a) defined in the FY18-19 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.



Rizzetta & Company

# **Palma Sola Trace Community Development District**

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**Financial Statements  
(Unaudited)**

**June 30, 2019**

**Prepared by: Rizzetta & Company, Inc.**

[palmasolatracedd.org](http://palmasolatracedd.org)  
[rizzetta.com](http://rizzetta.com)

**Palma Sola Trace Community Development District**

Balance Sheet

As of 6/30/2019

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Governmental Funds	General Fixed Assets Account Group	General Long-Term Debt Account Group
<b>Assets</b>						
Cash In Bank	111,677	0	0	111,677	0	0
Investments	127,766	0	292,629	420,396	0	0
Investments--Reserves	0	168,025	0	168,025	0	0
Accounts Receivable	0	0	0	0	0	0
Prepaid Expenses	0	0	0	0	0	0
Deposits	381	0	0	381	0	0
Due From Other Funds	0	0	0	0	0	0
Amount Available in Debt Service	0	0	0	0	0	292,629
Amount To Be Provided Debt Service	0	0	0	0	0	2,842,371
Fixed Assets	0	0	0	0	1,341,827	0
Total Assets	<u>239,824</u>	<u>168,025</u>	<u>292,629</u>	<u>700,478</u>	<u>1,341,827</u>	<u>3,135,000</u>
<b>Liabilities</b>						
Accounts Payable	908	0	0	908	0	0
Accrued Expenses Payable	1,302	0	0	1,302	0	0
Due To Other Funds	0	0	0	0	0	0
Revenue Bonds Payable--Long Term	0	0	0	0	0	3,135,000
Total Liabilities	<u>2,210</u>	<u>0</u>	<u>0</u>	<u>2,210</u>	<u>0</u>	<u>3,135,000</u>
<b>Fund Equity &amp; Other Credits</b>						
Beginning Fund Balance	205,696	154,403	275,018	635,118	1,341,827	0
Net Change in Fund Balance	31,918	13,621	17,611	63,150	0	0
Total Fund Equity & Other Credits	<u>237,614</u>	<u>168,025</u>	<u>292,629</u>	<u>698,268</u>	<u>1,341,827</u>	<u>0</u>
Total Liabilities & Fund Equity	<u>239,824</u>	<u>168,025</u>	<u>292,629</u>	<u>700,478</u>	<u>1,341,827</u>	<u>3,135,000</u>

See Notes to Unaudited Financial Statements

**Palma Sola Trace Community Development District**

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2018 Through 6/30/2019

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Revenues					
Interest Earnings					
Interest Earnings	1,000	750	851	101	14.86%
Special Assessments					
Tax Roll	149,074	149,074	150,720	1,646	(1.10)%
Total Revenues	150,074	149,824	151,571	1,747	(1.00)%
Expenditures					
Legislative					
Supervisor Fees	7,000	5,833	4,400	1,433	37.14%
Financial & Administrative					
Administrative Services	5,400	4,050	4,050	0	25.00%
District Management	20,100	15,075	15,075	0	25.00%
District Engineer	6,500	4,875	5,418	(543)	16.64%
Disclosure Report	1,000	1,000	1,000	0	0.00%
Trustees Fees	2,200	2,200	1,437	763	34.69%
Assessment Roll	5,000	5,000	5,000	0	0.00%
Financial & Revenue Collections	5,000	3,750	3,750	0	24.99%
Accounting Services	18,000	13,500	13,500	0	25.00%
Auditing Services	4,000	4,000	3,223	777	19.42%
Arbitrage Rebate Calculation	500	375	0	375	100.00%
Public Officials Liability	2,750	2,750	2,500	250	9.09%
Insurance					
Legal Advertising	700	525	330	195	52.86%
Dues, Licenses & Fees	175	175	175	0	0.00%
Website Hosting, Maintenance, Backup (and Email)	2,100	1,575	1,575	0	25.00%
Legal Counsel					
District Counsel	10,000	7,500	5,678	1,822	43.22%
Electric Utility Services					
Utility Services	2,000	1,500	1,342	158	32.88%
Street Lights	10,000	7,500	1,130	6,370	88.70%
Stormwater Control					
Fountain Service Repairs & Maintenance	500	375	0	375	100.00%
Lake/Pond Bank Maintenance	5,000	3,750	2,450	1,300	51.00%
Wetland Monitoring & Maintenance	9,000	6,750	4,800	1,950	46.66%
Aquatic Maintenance	10,200	7,650	7,650	0	25.00%
Miscellaneous Expense	500	375	0	375	100.00%
Aquatic Plant Replacement	5,000	3,750	5,000	(1,250)	0.00%
Other Physical Environment					

See Notes to Unaudited Financial Statements



**Palma Sola Trace Community Development District**

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2018 Through 6/30/2019

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
General Liability Insurance	3,025	3,025	2,750	275	9.09%
Property Insurance	219	219	199	20	9.13%
Landscape Maintenance	9,250	6,937	12,349	(5,412)	(33.50)%
Miscellaneous Expense	500	375	0	375	100.00%
Road & Street Facilities					
Gate Facility Maintenance	1,000	750	1,315	(565)	(31.47)%
Street Light Decorative Light Maintenance	35,000	26,250	12,403	13,847	64.56%
Contingency					
Miscellaneous Contingency	3,455	2,591	1,155	1,436	66.57%
Total Expenditures	185,074	143,981	119,654	24,328	35.35%
Excess of Revenue Over (Under) Expenditures	(35,000)	5,843	31,918	26,075	191.19%
Other Financing Sources (Uses)					
Carryforward Fund Balance	35,000	35,000	0	(35,000)	100.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	40,843	31,918	(8,925)	0.00%
Fund Balance, Beginning of Period	0	0	205,696	205,696	0.00%
Fund Balance, End of Period	0	40,843	237,614	196,771	0.00%

**Palma Sola Trace Community Development District**

## Statement of Revenues and Expenditures

Reserve Fund - 005

From 10/1/2018 Through 6/30/2019

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	1,361	1,361	0.00%
Special Assessments				
Tax Roll	12,265	12,265	0	0.00%
Total Revenues	12,265	13,626	1,361	11.10%
Expenditures				
Financial & Administrative				
Bank Fees	0	5	(5)	0.00%
Contingency				
Capital Reserve	12,265	0	12,265	100.00%
Total Expenditures	12,265	5	12,260	99.96%
Excess of Revenue Over (Under) Expenditures	0	13,621	13,621	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	13,621	13,621	0.00%
Fund Balance, Beginning of Period	0	154,403	154,403	0.00%
Fund Balance, End of Period	0	168,025	168,025	0.00%

**Palma Sola Trace Community Development District**

## Statement of Revenues and Expenditures

## Debt Service Fund - 200

From 10/1/2018 Through 6/30/2019

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	5,801	5,801	0.00%
Special Assessments				
Tax Roll	268,612	271,357	2,745	1.02%
Prepayments	0	6,222	6,222	0.00%
Total Revenues	268,612	283,380	14,768	5.50%
Expenditures				
Debt Service				
Interest	128,612	125,769	2,843	2.21%
Principal	140,000	140,000	0	0.00%
Total Expenditures	268,612	265,769	2,843	1.06%
Excess of Revenue Over (Under) Expenditures	0	17,611	17,611	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	17,611	17,611	0.00%
Fund Balance, Beginning of Period	0	275,018	275,018	0.00%
Fund Balance, End of Period	0	292,629	292,629	0.00%

**Palma Sola Trace CDD**  
**Investment Summary**  
**June 30, 2019**

<b><u>Account</u></b>	<b><u>Investment</u></b>	<b><u>Balance as of</u></b> <b><u>June 30, 2019</u></b>
The Bank of Tampa	Money Market Account	\$ 67,346
The Bank of Tampa ICS Program:		
The Park National Bank	Money Market Account	6
United Bank	Money Market Account	60,414
<b>Total General Fund Investments</b>		<b><u>\$ 127,766</u></b>
The Bank of Tampa ICS Capital Reserve		
The Park National Bank	Money Market Account	\$ 19
United Bank	Money Market Account	\$ 168,006
<b>Total Reserve Fund Investments</b>		<b><u>\$ 168,025</u></b>
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$ 128,666
US Bank Series 2013 Reserve A-1	First American Treasury Obligation Fund Class Z	134,303
US Bank Series 2013 Reserve A-2	First American Treasury Obligation Fund Class Z	18,375
US Bank Series 2013 Prepayment A-1/A-2	First American Treasury Obligation Fund Class Z	11,285
<b>Total Debt Service Fund Investments</b>		<b><u>\$ 292,629</u></b>

**Palma Sola Trace Community Development District**

Aged Payables by Invoice Date

Aging Date - 6/1/2019

001 - General Fund

From 6/1/2019 Through 6/30/2019

Vendor Name	Invoice Date	Invoice Number	Invoice Description	Current Balance
Axel Hamilton Bergman, Jr.	6/27/2019	AB062719	Board of Supervisors Meeting 06/27/19	200.00
Eva Walker	6/27/2019	EW062719	Board of Supervisors Meeting 06/27/19	200.00
Peter Gelman	6/27/2019	PG062719	Board of Supervisors Meeting 06/27/19	200.00
Robert Mauriello	6/27/2019	RM062719	Board of Supervisors Meeting 06/27/19	200.00
Hopping Green & Sams	6/28/2019	108183	General/Monthly Legal Services 05/19	108.00
Total 001 - General Fund				908.00
Report Total				908.00

**Palma Sola Trace Community Development District**  
**Notes to Unaudited Financial Statements**  
**June 30, 2019**

**Balance Sheet**

1. Trust statement activity has been recorded through 06/30/19.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.



Rizzetta & Company

# **Palma Sola Trace Community Development District**

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**Financial Statements  
(Unaudited)**

**July 31, 2019**

**Prepared by: Rizzetta & Company, Inc.**

[palmasolatracedd.org](http://palmasolatracedd.org)  
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**Palma Sola Trace Community Development District**

Balance Sheet

As of 7/31/2019

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Governmental Funds	General Fixed Assets Account Group	General Long-Term Debt Account Group
<b>Assets</b>						
Cash In Bank	101,114	0	0	101,114	0	0
Investments	127,884	0	293,163	421,048	0	0
Investments--Reserves	0	168,310	0	168,310	0	0
Accounts Receivable	0	0	0	0	0	0
Prepaid Expenses	1,580	0	0	1,580	0	0
Deposits	381	0	0	381	0	0
Due From Other Funds	0	0	0	0	0	0
Amount Available in Debt Service	0	0	0	0	0	293,163
Amount To Be Provided Debt Service	0	0	0	0	0	2,841,837
Fixed Assets	0	0	0	0	1,341,827	0
Total Assets	<u>230,960</u>	<u>168,310</u>	<u>293,163</u>	<u>692,434</u>	<u>1,341,827</u>	<u>3,135,000</u>
<b>Liabilities</b>						
Accounts Payable	1,255	0	0	1,255	0	0
Accrued Expenses Payable	775	0	0	775	0	0
Due To Other Funds	0	0	0	0	0	0
Revenue Bonds Payable--Long Term	0	0	0	0	0	3,135,000
Total Liabilities	<u>2,030</u>	<u>0</u>	<u>0</u>	<u>2,030</u>	<u>0</u>	<u>3,135,000</u>
<b>Fund Equity &amp; Other Credits</b>						
Beginning Fund Balance	205,696	154,403	275,018	635,118	1,341,827	0
Net Change in Fund Balance	23,234	13,907	18,146	55,286	0	0
Total Fund Equity & Other Credits	<u>228,930</u>	<u>168,310</u>	<u>293,163</u>	<u>690,404</u>	<u>1,341,827</u>	<u>0</u>
Total Liabilities & Fund Equity	<u>230,960</u>	<u>168,310</u>	<u>293,163</u>	<u>692,434</u>	<u>1,341,827</u>	<u>3,135,000</u>

See Notes to Unaudited Financial Statements

**Palma Sola Trace Community Development District**

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2018 Through 7/31/2019

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Revenues					
Interest Earnings					
Interest Earnings	1,000	833	969	136	3.07%
Special Assessments					
Tax Roll	149,074	149,074	150,720	1,646	(1.10)%
Total Revenues	150,074	149,907	151,689	1,782	(1.08)%
Expenditures					
Legislative					
Supervisor Fees	7,000	5,833	4,400	1,433	37.14%
Financial & Administrative					
Administrative Services	5,400	4,500	4,500	0	16.66%
District Management	20,100	16,750	16,750	0	16.66%
District Engineer	6,500	5,417	5,918	(502)	8.94%
Disclosure Report	1,000	1,000	1,000	0	0.00%
Trustees Fees	2,200	2,200	2,227	(27)	(1.22)%
Assessment Roll	5,000	5,000	5,000	0	0.00%
Financial & Revenue Collections	5,000	4,167	4,167	0	16.66%
Accounting Services	18,000	15,000	15,000	0	16.66%
Auditing Services	4,000	4,000	3,223	777	19.42%
Arbitrage Rebate Calculation	500	417	0	417	100.00%
Public Officials Liability	2,750	2,750	2,500	250	9.09%
Insurance					
Legal Advertising	700	583	330	253	52.86%
Dues, Licenses & Fees	175	175	175	0	0.00%
Website Hosting, Maintenance, Backup (and Email)	2,100	1,750	1,750	0	16.66%
Legal Counsel					
District Counsel	10,000	8,333	6,933	1,401	30.67%
Electric Utility Services					
Utility Services	2,000	1,667	1,492	174	25.38%
Street Lights	10,000	8,333	1,255	7,079	87.45%
Stormwater Control					
Fountain Service Repairs & Maintenance	500	417	0	417	100.00%
Lake/Pond Bank Maintenance	5,000	4,167	2,450	1,717	51.00%
Wetland Monitoring & Maintenance	9,000	7,500	4,800	2,700	46.66%
Aquatic Maintenance	10,200	8,500	8,500	0	16.66%
Miscellaneous Expense	500	417	0	417	100.00%
Aquatic Plant Replacement	5,000	4,167	5,000	(833)	0.00%
Other Physical Environment					

**Palma Sola Trace Community Development District**

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2018 Through 7/31/2019

(In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
General Liability Insurance	3,025	3,025	2,750	275	9.09%
Property Insurance	219	219	199	20	9.13%
Landscape Maintenance	9,250	7,708	13,097	(5,389)	(41.58)%
Miscellaneous Expense	500	417	0	417	100.00%
Road & Street Facilities					
Gate Facility Maintenance	1,000	833	1,315	(481)	(31.47)%
Street Light Decorative Light Maintenance	35,000	29,167	12,570	16,597	64.08%
Contingency					
Miscellaneous Contingency	3,455	2,879	1,155	1,724	66.57%
Total Expenditures	185,074	157,290	128,455	28,835	30.59%
Excess of Revenue Over (Under) Expenditures	(35,000)	(7,383)	23,234	30,617	166.38%
Other Financing Sources (Uses)					
Carryforward Fund Balance	35,000	35,000	0	(35,000)	100.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	27,617	23,234	(4,383)	0.00%
Fund Balance, Beginning of Period	0	0	205,696	205,696	0.00%
Fund Balance, End of Period	0	27,617	228,930	201,313	0.00%

**Palma Sola Trace Community Development District**

## Statement of Revenues and Expenditures

Reserve Fund - 005

From 10/1/2018 Through 7/31/2019

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	1,647	1,647	0.00%
Special Assessments				
Tax Roll	12,265	12,265	0	0.00%
Total Revenues	12,265	13,912	1,647	13.43%
Expenditures				
Financial & Administrative				
Bank Fees	0	5	(5)	0.00%
Contingency				
Capital Reserve	12,265	0	12,265	100.00%
Total Expenditures	12,265	5	12,260	99.96%
Excess of Revenue Over (Under) Expenditures	0	13,907	13,907	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	13,907	13,907	0.00%
Fund Balance, Beginning of Period	0	154,403	154,403	0.00%
Fund Balance, End of Period	0	168,310	168,310	0.00%

**Palma Sola Trace Community Development District**

## Statement of Revenues and Expenditures

## Debt Service Fund - 200

From 10/1/2018 Through 7/31/2019

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	6,335	6,335	0.00%
Special Assessments				
Tax Roll	268,612	271,357	2,745	1.02%
Prepayments	0	6,222	6,222	0.00%
Total Revenues	268,612	283,914	15,302	5.70%
Expenditures				
Debt Service				
Interest	128,612	125,769	2,843	2.21%
Principal	140,000	140,000	0	0.00%
Total Expenditures	268,612	265,769	2,843	1.06%
Excess of Revenue Over (Under) Expenditures	0	18,146	18,146	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	18,146	18,146	0.00%
Fund Balance, Beginning of Period	0	275,018	275,018	0.00%
Fund Balance, End of Period	0	293,163	293,163	0.00%

**Palma Sola Trace CDD**  
**Investment Summary**  
**July 31, 2019**

<b><u>Account</u></b>	<b><u>Investment</u></b>	<b><u>Balance as of</u></b> <b><u>July 31, 2019</u></b>
The Bank of Tampa	Money Market Account	\$ 67,361
The Bank of Tampa ICS Program:		
The Park National Bank	Money Market Account	60,523
<b>Total General Fund Investments</b>		<b><u>\$ 127,884</u></b>
The Bank of Tampa ICS Capital Reserve		
The Park National Bank	Money Market Account	\$ 168,310
<b>Total Reserve Fund Investments</b>		<b><u>\$ 168,310</u></b>
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$ 129,200
US Bank Series 2013 Reserve A-1	First American Treasury Obligation Fund Class Z	134,303
US Bank Series 2013 Reserve A-2	First American Treasury Obligation Fund Class Z	18,375
US Bank Series 2013 Prepayment A-1/A-2	First American Treasury Obligation Fund Class Z	11,285
<b>Total Debt Service Fund Investments</b>		<b><u>\$ 293,163</u></b>

**Palma Sola Trace Community Development District**

Aged Payables by Invoice Date

Aging Date - 7/1/2019

001 - General Fund

From 7/1/2019 Through 7/31/2019

Vendor Name	Invoice Date	Invoice Number	Invoice Description	Current Balance
Hopping Green & Sams	7/30/2019	108886	General/Monthly Legal Services 06/19	1,254.75
			Total 001 - General Fund	1,254.75
Report Total				1,254.75



**Palma Sola Trace Community Development District**  
**Notes to Unaudited Financial Statements**  
**July 31, 2019**

**Balance Sheet**

1. Trust statement activity has been recorded through 07/31/19.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.