

# Palma Sola Trace Community Development District

# Board of Supervisors' Meeting October 24, 2019

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

www.palmasolatracecdd.org

# PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

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

**Board of Supervisors** Peter Gelman Chairman

Roger Ohlson Vice Chairman
Axel Bergman Assistant Secretary
Robert Mauriello Assistant Secretary
Eva Walker Assistant Secretary

**District Manager** Bryan Radcliff Rizzetta & Company, Inc.

**District Attorney** Jere Earlywine Hopping Green & Sams, P.A.

**District Engineer** 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

October 21, 2019

Board of Supervisors
Palma Sola Trace Community
Development District

#### **REVISED AGENDA**

#### **Dear Board Members:**

The regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District will be held on **Thursday**, **October 24**, **2019 at 1:30 PM** at the Palma Sola Trace Clubhouse, located at 7408 Hamilton Road, Bradenton, FL 34209. The following is the <u>revised agenda</u> for this meeting:

1. 2.	AUD	TO ORDER ENCE COMMENTS
3.	_	NESS ADMINISTRATION
	A.	Consideration of Minutes of Board of Supervisors'
		Regular Meeting held on Aug. 22, 2019Tab 1
	В.	Consideration of Operations & Maintenance
		Expenditures for Aug. 2019 & Sep. 2019Tab 2
4.	BUS	NESS ITEMS
	A.	Establishment of Audit Review Committee
	B.	Ratification of Website ADA Compliance AgreementTab 3
	C.	Ratification of Annual Insurance Policy RenewalTab 4
	D.	Discussion Regarding OpticalTel AgreementTab 5
	E.	Discussion of Website Compliance ItemsTab 6
	F.	Discussion Regarding Aquatic Services
5.	STAI	FF REPORTS
	A.	District Counsel
	B.	District Engineer
	C.	District Manager
		i. Presentation of Unaudited Financial StatementsTab 7
		ii. Streetlight Status Update
6.	SUPI	ERVISOR REQUESTS
7		NIDNMENT

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

Respectfully,

Bryan Radcliff

Bryan Radcliff District Manager

# Tab 1

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#### **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**, **August 22**, **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	Board Supervisor; Chair (via phone)
Roger Ohlson	<b>Board Supervisor; Vice Chair</b> (via phone)
Robert Mauriello	Board Supervisor; Asst. Secretary
Eva Walker	Board Supervisor; Asst. Secretary
Axel Bergman	Board Supervisor: Asst. Secretary

#### Also present were:

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

#### 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 June 27, 2019

Mr. Radcliff presented the minutes of the Board of Supervisors' meeting held June 27, 2019 to the Board for consideration.

On a Motion by Mr. Bergman, seconded by Mr. Mauriello, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on June 27, 2019 as presented for the Palma Sola Trace Community Development District.

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#### THIRD ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for June 2019 and July 2019

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Mr. Radcliff presented the Operations & Maintenance expenditures for June 2019 and July 2019 to the Board for consideration.

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On a Motion by Ms. Walker, seconded by Mr. Gelman, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditures for June 2019 (\$9,304.95) and July 2019 (\$10,562.19) for the Palma Sola Trace Community Development District.

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#### **FOURTH ORDER OF BUSINESS**

Consideration of OpticalTel Agreement

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Ms. Gentry presented the OpticalTel easement agreement to the Board for consideration and reviewed it with them. The Board approved the document in substantial form, pending some additions from District Counsel.

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On a Motion by Mr. Bergman, seconded by Ms. Walker, with all in favor, the Board of Supervisors approved the OpticalTel easement agreement in substantial form for the Palma Sola Trace Community Development District.

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#### FIFTH ORDER OF BUSINESS

Consideration of Technology Services Contract

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Mr. Radcliff presented the technology services contract from Rizzetta & Company to the Board for consideration.

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On a Motion by Mr. Mauriello, seconded by Mr. Bergman, with all in favor, the Board of Supervisors approved the technology services contract with Rizzetta & Company for the Palma Sola Trace Community Development District.

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#### SIXTH ORDER OF BUSINESS

Consideration of Website ADA Compliance Proposals

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Mr. Radcliff presented website ADA compliance services proposals to the Board for consideration, along with a summary spreadsheet.

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# PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT August 22, 2019 Minutes of Meeting Page 3

On a Motion by Mr. Bergman, seconded by Mr. Mauriello, with all in favor, the Board of Supervisors approved the proposal for website ADA compliance services from Campus Suite for the Palma Sola Trace Community Development District.

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#### **SEVENTH ORDER OF BUSINESS**

Public Hearing on Fiscal Year 2019-2020 Budget

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Mr. Radcliff presented the Fiscal Year 2019-2020 approved proposed budget to the Board for consideration and asked for a motion to open the public hearing.

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On a motion by Ms. Walker, seconded by Mr. Ohlson, with all in favor, the Board of Supervisors opened the public hearing on adoption of the Fiscal Year 2019-2020 Approved Proposed Budget for the Palma Sola Trace Community Development District.

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As there were no questions or comments from the public, Mr. Radcliff asked for a motion to close the public hearing on adoption of the final budget.

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On a motion by Ms. Walker, seconded by Mr. Ohlson, with all in favor, the Board of Supervisors closed the public hearing on adoption of the Fiscal Year 2019-2020 Approved Proposed Budget for the Palma Sola Trace Community Development District.

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#### **EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2019-04, Adopting Fiscal Year 2019-2020 Final Budget

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Mr. Radcliff presented Resolution 2019-04 to the Board for consideration.

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On a motion by Mr. Bergman, seconded by Mr. Mauriello, with all in favor, the Board of Supervisors adopted Resolution 2019-04, Adopting the Fiscal Year 2019-2020 Final Budget, for the Palma Sola Trace Community Development District.

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#### **NINTH ORDER OF BUSINESS**

Public Hearing on Imposing Special Assessments

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Mr. Radcliff asked for a motion to open the public hearing on imposing special assessments and certifying the assessment roll.

94 95 On a motion by Mr. Bergman, seconded by Ms. Walker, with all in favor, the Board of Supervisors opened the public hearing on imposing special assessments and certifying the assessment roll for the Palma Sola Trace Community Development District.

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As there were no questions or comments from the public, Mr. Radcliff asked for a motion to close the public hearing on imposing special assessments and certifying the assessment roll.

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On a motion by Mr. Bergman, seconded by Ms. Walker, with all in favor, the Board of Supervisors closed the public hearing on imposing special assessments and certifying the assessment roll for the Palma Sola Trace Community Development District.

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#### TENTH ORDER OF BUSINESS

Consideration of Resolution 2019-05, Imposing Special Assessments and Certifying Assessment Roll

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Mr. Radcliff presented Resolution 2019-05 to the Board for consideration.

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On a motion by Mr. Mauriello, seconded by Mr. Bergman, with all in favor, the Board of Supervisors adopted Resolution 2019-05, Imposing Special Assessments and Certifying the Assessment Roll, for the Palma Sola Trace Community Development District.

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#### **ELEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2019-06, Setting the Fiscal Year 2019-2020 Meeting Schedule

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Mr. Radcliff presented Resolution 2019-06 to the Board for consideration. Discussion regarding the December 2019 meeting date ensued. The Board agreed to hold that month's meeting on December 18<sup>th</sup> instead of the 26<sup>th</sup>, at the same time and place.

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On a Motion by Mr. Mauriello, seconded by Mr. Bergman, with all in favor, the Board of Supervisors adopted Resolution 2019-06, Setting the Meeting Schedule for FY 2019-2020, for the Palma Sola Trace Community Development District.

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#### TWELFTH ORDER OF BUSINESS

**Staff Reports** 

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#### A. District Counsel

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Ms. Gentry spoke briefly regarding updates from the State Legislature.

124				
125	В.	District Engineer		
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127		Mr. Schappacher had no ad	ditional information to report.	
128				
129	C.	District Manager		
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131			the next regularly scheduled meeting will be	
132		•	the Palma Sola Trace Clubhouse, located at	t 7408
133	Hamil	ton Road, Bradenton, Florida	34209.	
134				
135		i. Presentation of Una	udited Financial Statements	
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137		•	test unaudited financial statements to the	
138	Board	I for review.		
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140	THIRTEENT	H ORDER OF BUSINESS	Supervisor Requests	
141				
142			entative from Aquagenix attend the next me	
143			nix agreements be emailed to the Board. He	
144	asked that th	ne District Engineer look into	a pool installation at 3602 Summerwind Cir	cle.
145	N.4 N	Association associated that D	Sindaile Management consequents the consequent	<b></b>
146			District Management research the proce	SS OT
147	manually op	ening and closing the entrand	de gate.	
148	COUDTEEN	TH ORDER OF BUSINESS	Adiamanant	
149	FOURTEEN	TH ORDER OF BUSINESS	Adjournment	
150				<del></del>
	On a Motio	n by Ms. Walker, seconded I	by Mr. Mauriello, with all in favor, the Board	d of
			3:07 PM for the Palma Sola Trace Commur	
	Developme	,		, l
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154	A = = 4 O		Ob a in 1 Min a Ob i	
155	Asst. Secret	ary	Chair / Vice Chair	

# Tab 2

# PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

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

# Operation and Maintenance Expenditures August 2019 For Board Approval

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

Approval of Expenditures:

\_\_\_\_\_\_ Chairperson

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

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

The total items being presented: \$7,642.62

# **Palma Sola Trace Community Development District**

## Paid Operation & Maintenance Expenditures

August 1, 2019 Through August 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Aquagenix	003165	4058477	Aquatic Service 08/19	\$	850.00
Bradenton Herald	003162	0001759436	Legal Advertising 07/19	\$	173.16
BrightView Landscape services, Inc.	003166	6419661	Monthly Lawn Service 08/19	\$	748.00
Florida Power & Light Company	003164	21937-71157 07/19	3724 Summerwind Cir # Gate 07/19	\$	12.65
Florida Power & Light Company	003164	56695-14423 07/19	3804 Bridlecrest Ln # PUMP 07/19	\$	116.99
Florida Power & Light Company	003163	75654-55537 07/19	3807 75th ST W # ST LTS 07/19	\$	109.75
Florida Power & Light Company	003164	84373-03152 07/19	4095 Overture Cir # GATE 07/19	\$	16.40
Hopping Green & Sams	003159	108886	General/Monthly Legal Services 06/19	\$	1,254.75
Rizzetta & Company, Inc.	003160	INV0000042300	District Management Fees 08/19	\$	4,041.67
Rizzetta Technology Services, LLC	003161	INV000004615	Website Email & Hosting 08/19	\$	175.00
Securt Holdings, LLC dba CIA Access	003167	13314080819	Service Call-Gate Repair 08/19	\$	144.25
Report Total				\$	7,642.62



MANAGING YOUR ENVIRONMENTAL NEEDS

#### 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** 4058477

**Date** 01-AUG-19

**Customer PO** 

#### Cust # 13801

Paima 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
	Aug 0 1 2019  Date Rec'd Rizzetta & Co., Inc.  D/M approval  Date entered Aug 1 2 2019  Fund Ocigi 5 800 oc 1610  Check#	850.00	\$850.00
		Subtotal Tax	\$850.00 \$0.00
TERMS -NET30: A Ser	rvice Charge of 1 ½% Per Month is Charged on Past Due Accounts (Annual Rate 18%)	Total	\$850.00

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

West Palm/Treasure Coast Office West Palm Beach, FL (561) 881-1291 Southeast Florida Branch Office Fort Lauderdale, FL (954) 943-5118

Tampa Bay Area Branch Office Tampa, FL (813) 627-8710 West Central Florida Branch Office Sarasota, FL

(941) 371-8081 North Florida Branch Office Jacksonville, FL (904) 262-2001 Southwest Florida Branch Office Ft. Myers, FL (239) 561-1420



#### INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

Fed ID# 59-1487839

2	2019-07	22	2019-06		2019-05		2019-04+	* UNAP	PLIED AMOUNT	23 TOTAL AMO	UNT DUE
	\$173.16		\$0.00		\$0.00		\$0,00	}	\$0.00		\$173.16
	SALES REP	24		ADVERTISER INFORMATION							
	Crystal Trunick 1		BILLING PERIOD	6	BILLED ACCOUNT NUM	BER	ADVERTISER/CLIE	IT NUMBER	2	ADVERTISER/CLIENT NAME	i
	Crystal Hurlick		07/01/2019 - 08/04/2019		663248		663248	}	PALMA SOLA	TRACE CDD	

4 PAGE#

PALMA SOLA TRACE CDD attn ACCTS PAYABLE 3434 COLWELL AVE STE 200 TAMPA, FL 33614

#### MAKE CHECKS PAYABLE TO

Bradenton Herald Bradenton Herald-Advertising PO Box 51129 Livonia, MI 48151

Billing: Contact Sales Rep. Credit: Email ssccreditandcollections@mcclatchy.com

Payment is due upon receipt.

**53**1™

10	11 NEWSPAPER	12 14	13	15	16 BILLED 17	TIMES 18	19
START STOP	REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	UNITS	RUN RATI	AMOUNT
		Balance Forward					\$74.88
07/01	P2089495	Payment - Check 3143					-\$74.88
07/26 08/02	04309369-07262019	PALMA SOLA TRACE COMMUNITY D	Bradenton Herald	1 x 80 L	80	2 \$1.	08 \$173.16
07/26 08/02	104309369-07262019	PALMA SOLA TRACE COMMUNITY D	Bradenton Herald.com	1 x 80 L	80	2 \$0.	00.00
						Invoice Tota	\$173.16

PREVIOUS AMOUNT OWED:

NEW CHARGES THIS PERIOD:

CASH THIS PERIOD: DEBIT ADJUSTMENTS THIS PERIOD:

CREDIT ADJUSTMENTS THIS PERIOD:

\$74.88 \$173.16

(\$74.88) Wannioya!

\$0.00

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AUG 0 8 2019

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#### PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

BRADENTON HERALD Bradenton.com

Bradenton Herald-Advertising PO Box 51129 Livonia, MI 48151

ADVERTISING INVOICE and STATEMENT Invoice# 0001759436

PALMA SOLA TRACE CDD attn ACCTS PAYABLE 3434 COLWELL AVE STE 200 TAMPA, FL 33614

BILLING PERIOD ADVERTISER/CLIENT NAME 07/01/2019 - 08/04/2019 PALMA SOLA TRACE CDD UNAPPLIED AMOUNT TERMS OF PAYMENT TOTAL AMOUNT DUE \$173.16 \$0.00 Payment is due upon receipt 2019-07 2019-06 \$173.16 \$0.00 \$0.00 \$0.00 BILLING DATE BILLED ACCOUNT NUMBER ADVERTISER/CLIENT NUMBER 08/04/2019 663248 663248

> Bradenton Herald Bradenton Herald-Advertising PO Box 51129 Livonia, MI 48151

730AB 663248 663248 0001759436 000017316 3



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#### AFFIDAVIT OF PUBLICATION

[	Account #	Ad Number	Identification	PO	Amount	Cols	Depth
	663248	0004309369	PALMA SOLA TRACE COMMUNITY DEVELOPM	RACE COMMUNITY DEVELOPM	\$173,16	1	8,00 fn

Attention: Bridget Murphy

PALMA SOLA TRACE CDD 3434 COLWELL AVE STE 200

TAMPA, FL 33614

PALMA SQLA TRACE
COMMUNITY DEVELOPMENT
OISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR
2019/2020 BUDGETS; AND NOTICE OF REGULAR BOARD OF
SUPERVISORS' MEETING.
The Board of Supervisors
("Board") of the Palma Sola
Trace Community Development
District ("District") will hold a
public hearing on August 22.
2019 at 1:30 p.m. at the Palma
Sola Trace Clubhouse, 7408
Hamilton Hoad, Bradenton, Florida 34209, for the purpose of
hearing comments and objections on the adoption of the proposed budgets ("Propused
Budget") of the District for the
fiscal year beginning October 1,
2019 and ending September 30,
2020 ("Fiscal Year
2019/2020"). A regular board
meeting of the District will also
be field at that time where the
Board may consider any other
business that may propodly
comic before it. A copy of the
agenda and Proposed Budget
may he obtained at the offices
of the District Wanager, 9428
Camplan Field Parkway, Riverview, Florida 33578, (813) 5332950 ("District Manager's Office"), during normal business
The public hearing and meeting
are open to the public and will
be conducted in accondance

ce"), during normal business hours. The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speach impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8771 (TTY) / 1-800-955-8771 (District Manager's Office.

fice.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a report of proceedings and that according.

#### THE STATE OF TEXAS **COUNTY OF DALLAS**

Before the undersigned authority personally appeared VICTORIA RODELA, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

Insertion(s)

Published On: July 26, 2019, August 02, 2019

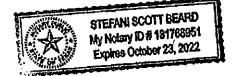
#### THE STATE OF FLORIDA **COUNTY OF MANATEE**

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the atteched copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sowm to and subscribed before me this 8th day of August in the year of 2019

SPAL & Not

Extra charge for lost or duplicate affidavits, Legal document please do not destroy!



by the persual may been to ensure that a variation record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. District Manager Bryan Radeliff



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

Customer #: 15814541 Invoice #:

6419661

Invoice Date: 8/1/2019 Cust PO #:

Job Number	Description	Amount
341800291	Palma Sola Trace CDD Exterior Maintenance For August  Date Rec'd Rizzella & Co., Inc. AUG 0 6 2019  Date Rec'd Rizzella & Co., Inc. Aug 0 6 2019  Date Prince Aug 0 8 2019  Date entered Aug 0 8 2019  Fund Ool GL 53 (000)	748.00
	Total invoice amount Tax amount Balance due	748.00 748.00

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

nvoice #: 6419661 nvoice Date: 8/1/2019 Amount Due:

\$748.00

Thank you for allowing us to serve you

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

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

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



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 englosed
21937-71157	\$12.65	Aug 29 2019	\$

#### Your electric statement

For: Jul 08 2019 to Aug 07 2019 (30 days)

Customer name: PALMA SOLA

Service address: 3724 SUMMERWIND CIR # GATE

Account number: 21937-71157

Statement date:

Aug 07 2019

Next meter reading: Sep 07 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)		New charges due by
12.66	12.66 CR	0.00	0.00	12.65	\$12.65	Aug 29 2019

#### Meter reading - Meter AC05813

Current reading		00904
Previous reading		- 00892
<wh th="" used<=""><th></th><th>12</th></wh>		12
Energy usage		
55 5	Last	This
	Year	Year
Wh this month	12	12
3ervice days	30	30
⟨Wh per day	0	0

## <sup>ox</sup>The electric service amount ncludes the following charges:

	•	•	
Customer charge:			\$10.54
-uel:			\$0.31
( \$0.025630 per kW	h)		
Non-fuel:			\$0.79
( \$0.065310 per kW	h)		

- Amount of your last bill 12.66
  Payment received Thank you 12.66 CR
  Balance before new charges \$0.00
- New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

  Electric service amount 11.64\*\*

  Gross receipts tax 0.30

  Franchise charge 0.71

  Total new charges \$12.65

#### Total amount you owe

\$12.65

- Payment received after October 29, 2019 is considered LATE; a late payment charge of 1% will apply.
- The storm charge on your August bill was 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 Rizz	etta <del>&amp; Co.</del>	AUG 1	2 2019
D/M approval_			
Date entered	AUG 1	5 2019	}
Fund_out	<u>15310</u>	2_0C_	7301
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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#### 5205566951442399961100000

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

rotal amount you owe	New charges due hy	America de
\$116.99	_	\$
		fotal amount you owe New charges due by \$116.99 Aug 29 2019

#### Your electric statement

For: Jul 08 2019 to Aug 07 2019 (30 days) Customer name: PALMA SOLA TRACE CDD

Service address: 3804 BRIDLECREST LN # PUMP

#### Account number: 56695-14423

Statement date:

Aug 07 2019

Next meter reading:

Sep 07 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (十)	Total amount you owe (=)	New charges due by
125.87	125.87 CR	0.00	0.00	116.99	\$116.99	Aug 29 2019

#### Meter reading - Meter ACD1300

Current reading

Current reading		53930
Previous reading		- 52862
kWh used		1068
Energy usage		
	Last	This
	Year	Year
kWh this month	1070	1068
Service days	30	30
<wh day<="" per="" td=""><td>36</td><td>36</td></wh>	36	36

## \*The electric service amount ncludes the following charges:

Julia	ges.
Customer charge:	\$10.54
Fuel;	\$27.37
( \$0.025630 per kWh)	·
von-fuel:	\$69.75
( \$0.065310 per kWh)	ţ000

Amount of your last bill 125.87
Payment received - Thank you 125.87 CR
Balance before new charges \$0.00

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

Electric service amount 107.66\*\*

Gross receipts tax 2.76

Franchise charge 6.57

Total new charges

#### Total amount you owe

\$116.99 **\$116.99** 

- Payment received after October 29, 2019 is considered LATE; a late payment charge of 1% will apply.
- The storm charge on your August bill was 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 Rizz	retta & Co	inc	
D/M approval	Bh)	Date 7	-2-ZUIS 19 7 9
Date entered	AUG 1	5 <b>2019</b>	
Fund OUL G	153W2	_0C Y	30)
Check#		spokesticana es	-XX-[

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: 1-800-4011TAGE (ARR\_8242)



#### 5202756545553785790100000



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

**ԳՊոներելիաի Որարական ընդնին իրել Որել Ո** 

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

**GENERAL MAIL FACILITY** MIAMI FL 33188-0001

Account number	Total amount you owe	New charges down	0.000
75654-55537	\$109.75	Aug 23 2019	Amount englosed
<del></del>		Aug 20 2019	<b>)</b> •

#### Your electric statement

For: Jul 02 2019 to Aug 02 2019 (31 days)

Customer name: PALMA SOLA TRACE COMM DEV

Service address: 3807 75TH ST W # ST LTS

Account number: 75654-55537

Statement date:

Aug 02 2019

Next bill date:

Sep 04 2019

2.74

	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	109.75	\$109.75	Aug 23 2019	

Total kWh used		1919
Energy usage		
•	Last	This
	Year	Year
kWh this month	1919	1919
Service days	30	31
kWh per day	64	62

\*The electric service amount ncludes the following charges: Non-fuel energy charge:

Fuel charge:

\$0.031380 per kWh \$0.024280 per kWh

Amount of your last bill Payment received - Thank you Balance before new charges		125.90 125.90 CR
New charges (Rate: SL-1 STREET LIGHTING SERVICE) Electric service amount Gross receipts tax	107.01**	\$0.00

#### Total amount you owe

Total new charges

\$109.75 \$109.75

- ~ Payment received after October 24, 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 was 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.

AUG 0 6 2019

Date Flec'd His	zzello <del>2.</del> Co., in	Commence of the section
D/M approval	(34)	ic. Date <b>8-9-19</b>
Fund 001	G153100	2019 _oc_\$\$\frac{1}{2}\frac{1}{2}
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: 1-800-4011TAGE (ARR\_8042)



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Detail of Rate Schedule Charges for Street Lights

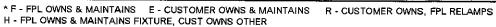
5202 000334

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

Account Number: 75654-55537
Service From: 07-02-2019
Service To: 08-02-2019
Service Days: 31
KWH/Day: 62

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

AMOU	KWH USED	RATE/ UNIT	QUANTITY	OWNER/ MAINT	LUMENS	WATTS	COMPONENT
5	1,919	.580000	101	E			19 KWH Energy
						4	
					·		
				Energy s			····
58	1,919	:	ub total	<del></del>			
			•		Energy conser  Capacity paym  Environmental of		
46 107 2			charge amount ipts tax	Fuel ctric service Gross rece	Ele		
109	1,919		Total	<u>,</u>		<del></del>	





Print Date: August 02, 2019

/ 27

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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 annunt you owe	New charges due by	Amount enclosed
84373-03152	\$16.40	Aug 29 2019	\$

#### Your electric statement

For: Jul 08 2019 to Aug 07 2019 (30 days)

Customer name: PALMA SOLA

Service address: 4095 OVERTURE CIR # GATE

Account number: 84373-03152

Statement date:

Aug 07 2019

Next meter reading:

Sep 07 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount	New charges due by
16.64	16.64 CR	0.00	0.00	16.40	\$16.40	Aug 29 2019

#### Meter reading - Meter AC07429

Current reading	10248
Previous reading	- 10198
kWh used	50
F	

#### nergy usage

chergy usage	Last	This
	Year	Year
kWh this month	65	50
Service days	30	30
<wh day<="" per="" td=""><td>2</td><td>2</td></wh>	2	2

## <sup>tx</sup>The electric service amount includes the following charges:

Customer charge:	\$10.54
=uel:	\$1.28
( \$0.025630 per kWh)	
Non-fuel:	\$3.27
( \$0.065310 per kWh)	

Amount of your last bill	16.64
Payment received - Thank you	16.64 CR
Balance before new charges	\$0.00

# New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS) Electric service amount 15.09\*\* Gross receipts tax 0.39 Franchise charge 0.92 Total new charges \$16.40

#### Total amount you owe

\$16,40

- Payment received after October 29, 2019 is considered LATE; a late payment charge of 1% will apply.
- The storm charge on your August bill was 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.

AUG 1 2 2019

Date Rec'd Riz	zetta & Go.,	Inc
		Date
Date entered_	The second secon	CONTRACTOR OF THE PROPERTY OF
Fund	GL	OC.
Check#		والمستمون والمست

Please have your account number ready when contacting FPL.

Customer service: Outside Florida: 1-800-375-2434 1-800-226-3545

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



#### Hopping Green & Sams

Attorneys and Counselors

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

July 30, 2019

Palma Sola Trace Community Development District c/o Accounts Payable 9428 Camden Field Parkway Riverview, FL 33578 Bill Number 108886 Billed through 06/30/2019

# General Counsel/Monthly Meeting PALMA 00001 JLE

FOR PROFESSIONAL SERVICES RENDERED

06/03/19	LMG	Follow up on Opticaltel Easement issues; revise and send updated easement; respond to email from Gelman regarding same.	1.60 hrs
06/05/19	LMG	Prepare budget notice and transmit same; review emails from Schappacher regarding Opticaltel.	0.30 hrs
06/13/19	LMG	Conference with Earlywine regarding assessment notices; update same; correspondence regarding Opticaltel easement.	0.50 hrs
06/17/19	LMG	Revise Opticaltel easement.	0.50 hrs
06/18/19	LMG	Conference with Earlywine regarding easement; revise easement; correspondence with Gelman regarding same.	0.80 hrs
06/20/19	LMG	Review HOA cable agreement.	0.40 hrs
06/24/19	KEM	Research status of budget and assessment resolutions.	0.10 hrs
06/26/19	LMG	Prepare for board meeting.	0.50 hrs
06/27/19	LMG	Prepare for and attend board meeting; follow up from same; revise OpticalTel easement.	2.20 hrs
06/28/19	LMG	Transmit budget resolutions.	0.10 hrs
	Total fee	s for this matter	\$1,254.50
DISBURS			_
	Documei	nt Reproduction	0.25
	Total disl	bursements for this matter	\$0.25

#### **MATTER SUMMARY**

Ibarra, Katherine E Paralegal	0.10 hrs	125 /hr	\$12.50
Gentry, Lauren M.	6.90 hrs	180 /hr	\$1,242.00

Palma Sola Trace CDD - General	Bill No. 108886			Page 2
Т	TOTAL FEES OTAL DISBURSEMENTS			\$1,254.50 \$0.25
TOTAL CHARGE	S FOR THIS MATTER			\$1,254.75
BILLING SUMMARY				
Ibarra, Katherine E Pai Gentry, Lauren M.	ralegal	0.10 hrs 6.90 hrs	125 /hr 180 /hr	\$12.50 \$1,242.00
	TOTAL FEES			\$1,254.50

**TOTAL DISBURSEMENTS** 

**TOTAL CHARGES FOR THIS BILL** 

Please include the bill number on your check.

AUG 0 1 2019

51460 053 (07)

\$0.25

\$1,254.75

#### Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200

Tampa FL 33614

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٠		v	u		L.C

Date	Invoice #
8/1/2019	INV0000042300

#### Bill To:

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

	Services for the month of	Terms	Cli	ent Number
	August	Upon Receip		390
Description		Qty	Rate	Amount
District Management Services Administrative Services Accounting Services Financial & Revenue Collections  3100 3100 3111	7-29-19	1.00 1.00		
		Subtotal		\$4,041.67
		Total	· ·	\$4,041.67

# Rizzetta Technology Services

3434 Colwell Avenue Suite 200

Tampa FL 33614

#### Invoice

Date	Invoice #
8/1/2019	INV0000004615

#### Bill To:

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

	Services for the month of	Term	15		lient Number
	August			0	0390
Description		Qty	Rate		Amount
EMail Accounts, Admin & Maintenance Website Hosting, Backup and Content Updating		5 1	\$1	15.00 00.00	\$75.0 \$100.0
Mappioved Deig 7-29  ACCONFORM JUL 2 5 2019  ACCONFORM 51300 (10 510)	9-19 3				·
	5 	Subtotal			\$175.00
	:	Total			\$175.00





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

Date	Invoice #
8/8/2019	13314080819

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	Re	equested by
		21663	Due on receipt	21663 - Palma Sola T	Br	yan via email
Qty		Descriptio	n		Rate	Amount
1 1 0.5	Service Call for Access Control - No Hours Technician Time - 8/8, On and batteries. No issues found. Verified Tech: DJ	ival, both EMS gates close	n. d and working, Inspected o	operators, and tested	90.00 95.00	90.00 47.50
1	Fuel Surcharge - Aug 2019				6.75	137.50 6.75
		061	Date 8-26 Date 8-26 G 2 1 2019	ا منت		
		Check#Right Way. The Fi	:			
				Total		
Diagon ser				Total		\$144.25
projects!	ntact us for all of your gate, acc	ess control and surve	elliance camera	Payments/Cı	redits	\$0.00
Phone: 94	11-359-3707 , Email: Sales@C	CIAAccess.com, Fax:	941-404-4648	Balance [	Due	\$144.25

# PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

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

# Operation and Maintenance Expenditures September 2019 For Board Approval

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

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_ Assistant Secretary

The total items being presented: \$16,089.42

# **Palma Sola Trace Community Development District**

## Paid Operation & Maintenance Expenditures

September 1, 2019 Through September 30, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Aquagenix	003175	4060194	Wetland Maintenance 08/19	\$	3,000.00
Axel Hamilton Bergman, Jr.	003168	AB082219	Board of Supervisors Meeting 08/22/19	\$	200.00
Bellmore Electric Inc.	003180	7708	Street Light Repairs	\$	110.00
Bellmore Electric Inc.	003180	7709	Street Light Repairs	\$	110.00
Bellmore Electric Inc.	003180	7710	Street Light Repairs	\$	110.00
Bellmore Electric Inc.	003180	7711	Street Light Repairs	\$	96.00
Bellmore Electric Inc.	003180	7712	Street Light Repairs	\$	110.00
Egis Insurance Advisors, LLC.	003176	9273	Commercial Insurance Package FY	\$	5,593.00
Eva Walker	003174	EW082219	19/20 Board of Supervisors Meeting 08/22/19	\$	200.00
Florida Power & Light Company	003178	21937-71157 08/19	3724 Summerwind Cir # Gate 08/19	\$	12.65
Florida Power & Light Company	003178	56695-14423 08/19	3804 Bridlecrest Ln # PUMP 08/19	\$	109.08
Florida Power & Light Company	003181	75654-55537 08/19	3807 75th ST W # ST LTS 08/19	\$	109.75
Florida Power & Light Company	003178	84373-03152 08/19	4095 Overture Cir # GATE 08/19	\$	18.77
Hopping Green & Sams	003177	109545	General/Monthly Legal Services 07/19	\$	781.00
Peter Gelman	003169	PG082219	Board of Supervisors Meeting 08/22/19	\$	200.00

# **Palma Sola Trace Community Development District**

## Paid Operation & Maintenance Expenditures

September 1, 2019 Through September 30, 2019

Vendor Name	Check Numbe	r Invoice Number	Invoice Description	Invo	oice Amount
Rizzetta & Company, Inc.	003172	INV0000043131	District Management Fees 09/19	\$	4,041.67
Rizzetta Technology Services, LLC	003173	INV000004700	Website Email & Hosting 09/19	\$	175.00
Robert Mauriello	003170	RM082219	Board of Supervisors Meeting 08/22/19	\$	200.00
Roger Ohlson	003171	RO082219	Board of Supervisors Meeting 08/22/19	\$	200.00
Schappacher Engineering, LLC	003179	1439	Engineering Services 08/19	\$	712.50
Report Total				\$	16,089.42



MANAGING YOUR ENVIRONMENTAL NEEDS

#### 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 4060194

Date 24-AUG-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	Date Rec'd Rizzetta & Co., Inc. SEP 0 3 2019  D/M approval Date 9-9-79  Date entered SEP 0 5 2019  Fund OJ GL 53800 OC 1607  Check#	3,000.00	\$3,000.00
		Subtotal Tax	\$3,000.00 \$0.00
TERMS -NET30: A Ser	vice Charge of 1 ½% 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

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

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

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

West Central Florida Branch Office

Sarasota, FL (941) 371-8081

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

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

#### Palma Sola Trace CDD Meeting Date: August 22, 2019

#### SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	Check if paid
Eva Walker		
Peter Gelman	1	1
Rodger Ohlson	1	\\\\.
Axel Bergman		
Robert Mauriello		-/

(\*) Does not get paid

NOTE: Supervisors are only paid if present.

#### **EXTENDED MEETING TIMECARD**

Meeting Start Time:	1:30 ph
Meeting End Time:	3.07 M.
Total Meeting Time:	1:37 MZN.
Time Over(	) Hours: MA
Total -4 0475	
Total at \$175 per Hour:	- MA
DM Signature:	
<del></del>	
Diagon formand com-	anto Daire du
Person to all to	y to Brian L'Heureux for BOS
payment and to Ma	arcia Eannetta for Extended

Meeting Hours and/or Agenda Books.

OUI \$51100 1101

# **Invoice**

Date	Invoice #		
9/18/2019	7708		

### Bill To

LIGHT # 40 Net 15    Description		Project			rma
SCOPE OF WORK  REPAIR BROKEN CONDUIT AND EXPOSED WIRES AT BASE OF LIGHT POLE. INSTALL NEW 110.00  Amount Quantity Total  110.00  1 110.00  1 110.00  1 110.00		<del></del>			11 - 17-11-11
SCOPE OF WORK  110.00  1 110.00  REPAIR BROKEN CONDUIT AND EXPOSED WIRES AT BASE OF LIGHT POLE. INSTALL NEW  14' CONDUIT FITTING. AND WIRE UP LIGHT.	Description	24311 # 40	Amount	<del></del>	
REPAIR BROKEN CONDUIT AND EXPOSED WIRES AT BASE OF LIGHT POLE. INSTALL NEW  110.0 11					
	3/4' CONDUIT FITTING. AND WIRE UP LIGHT.				

# **Invoice**

Date	Invoice #			
9/18/2019	7709			

#### Bill To

17AWI A, 112. 55014				
	Project		Те	erms
	LIGHT \$ 41		No	et 15
Description		Amount	Quantity	Total
SCOPE OF WORK		110.00	1	110.00
REPLACE 220 VOLT PHOTO ON FIXTURE  SEP 1  SHOO	9-23-79 9 2019 1613			
Thank you for your business.		To	tal	\$110.00

# **Invoice**

Date	Invoice #		
9/18/2019	7710		

### Bill To

	Project		Te	rms
	LIGHT # 48		Ne	et 15
Description		Amount	Quantity	Total
SCOPE OF WORK REPLACE 220 VOLT PHOTO CONTROL ON FIXTURE  SEP 1	9-23-19	110.00	1	110.00
Thank you for your business.		To	otal	\$110.00

# **Invoice**

Date	Invoice #		
9/18/2019	7711		

# Bill To

	Project		Te	rms
	LIGHT # 96		Ne	et 15
Description		Amount	Quantity	Total
SCOPE OF WORK REPLACE BURNED FUSE HOLDER IN BASE OF FIXTURE. ALSO INS	TALL NEW FUSES.	96.00	1	96.00
Aspendicus Book Aspendicus SEP 1	9-23-79 9 2019			
Thank you for your business.		Tot		\$96.00

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

## **Invoice**

Date	Invoice #	
9/18/2019	7712	

## Bill To

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

1AM1 A, FL. 33014				
	Project		Тє	erms
	LIGHT # 57		N	et 15
Description		Amount	Quantity	Total
SCOPE OF WORK		110.00	1	110.00
SEP 19				Φ110 00
Thank you for your business.		To	tal	\$110.00



## Palma Sola Trace Community Development District c/o Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578

## INVOICE

Ousioner :	Palma Sola Trace Community Development District 499
Date	08/29/2019
මැපතිබේ පිවැර්ලෙ	Kristina Rudez
Rage Waller	1 of 1

Payment inform	nation 🖫 🖼	Mark District
invoice Summary	\$	5,593.00
Payment Amount		
<b>Fayment for</b>	Invoice#9273	1
100119635		

Thank You

Please detach and return with payment

X

Customer: Palma Sola Trace Community Development District

Invoice 2	Effective	Transaction	Description	Amou	nt 🗼 🏥
	· ·		Policy #100119635 10/01/2019-10/01/2020		
9273	10/01/2019	Renew policy	Florida Insurance Alliance Package - Renew policy	5	5,593.00
			Due Date: 8/29/2019		
			Language Francisco 9-971		
			CED 0 5 2010		
			SEP 0 5 2019	!	
			001 (3500		
			e		
				Tota	
					5,593.00
				Thank \	You
	ENTS SENT OVERNI nce Advisors LLC, Fifi		kbox #234021, 4900 W. 95th St Oaklawn, IL 60453		

Remit Payment To: Egis Insurance Advisors, LLC

Lockbox 234021 PO Box 84021

Chicago, IL 60689-4002

Sclimer@egisadvisors.com

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 \$12.65 Sep 30 2019 \$

## Your electric statement

For: Aug 07 2019 to Sep 07 2019 (31 days)

Customer name: PALMA SOLA

Service address: 3724 SUMMERWIND CIR # GATE

Account number: 21937-71157

Statement date:

Sep 07 2019

Next meter reading:

Oct 08 2019

	T:					12018	Ė
Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by	J
12.65	12.65 CR	0.00	0.00	12.65	\$12,65	Sep 30 2019	-
			<del></del>		4	CED ON TO 13	1

## **Vieter reading** - Meter AC05813

Current reading		00916
revious reading		- 00904
:Wh used		12
inergy usage		
	Last	This
	Year	Year
Wh this month	11	12
ervice days	30	31
Wh per day	0	0

#### 'The electric service amount icludes the following charges:

<del>-</del>	•
ustomer charge:	\$10.54
uei:	\$0.31
(\$0.025630 per kWh)	¥
on-fuel:i.	\$0.79
/ \$0.065310 per kWhi	\$0.70

•	1	
Amount of your last bill		40.05
Payment received - Thank you		12.65
Balance before new charges		12.65 CR
balance before new charges		\$0.00
New charges (Rate: GS-1 GENERAL SVC NON	I-DEMAND / BUSINESS)	
Electric service amount	11.64**	
Gross receipts tax	0.30	
Franchise charge	0.71	
Total new charges		\$12.65

## Total amount you owe

\$12.65

- Payment received after November 27, 2019 is considered LATE; a late payment charge of 1% will apply.
- Download the FPL Mobile App to stay informed throughout hurricane season.
   Visit FPL.com/MobileApp or text APP to MyFPL (69375) to download.

SEP 1 1 2019

Date Hed a Fiz	Zeua â i	o ir	ic
D/M approval_	(BL)	J U., 11	U,
~ w abbiosal		Martin margin supplier	Date
Date entered	CED	1.0	2016

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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)

27 2 080771

## 5205566951442398090100000

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:

GENERAL MAIL FACILITY MIAMI FL 33188-0001

Account number	Total amount you owe	New tharnes due by	
56695-14423	\$109.08	Sep 30 2019	\$
	\$109.08	Sep 30 2019	\$

## Your electric statement

For: Aug 07 2019 to Sep 07 2019 (31 days) Customer name: PALMA SOLA TRACE CDD Service address: 3804 BRIDLECREST LN # PUMP

## Account number: 56695-14423

Statement date:

Sep 07 2019

Next meter reading:

Oct 09 2010

Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
116.99 CR	0.00	0.00	109.08	\$100.00	Sep 30 2019
	(-)	Payments activity (+ or -)	Payments (-)  Additional before new charges (+ or -)  Additional before new charges (=)	Payments Additional activity (+ or -) before new charges (+) charges (+)	Payments (-) Additional activity (+ or -) before new charges (+) hew charges (+) (+) (+)

## Meter reading - Meter ACD1300

Current reading		54918
Previous reading		- 53930
kWh used		988
Energy usage		
•	Last	This
	Year	Year
k <b>W</b> h this month	1069	988
Service days	30	31
<wh day<="" per="" td=""><td>36</td><td>32</td></wh>	36	32

## \*The electric service amount ncludes the following charges:

_	_
Sustomer charge:	\$10.54
Fuel:	\$25.32
( \$0.025630 per kWh)	
lon-fuel:	\$64.52
( \$0.065310 per kWh)	

Amount of your last bill	440.00
Payment received - Thank you	116.99
	116.99 CR
Balance before new charges	\$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS) Electric service amount 100.38\*\* Gross receipts tax 2.57 Franchise charge 6.13 Total new charges

Total amount you owe

\$109.08 \$109.08

- Payment received after November 27, 2019 is considered LATE; a late payment charge of 1% will apply.
- Download the FPL Mobile App to stay informed throughout hurricane season. Visit FPL.com/MobileApp or text APP to MyFPL (69375) to download.

Date Rec'd Riz	zetta & Co., Ir	CEP 1.1 2019
D/M approval_	(H)	Date 9-13-19
Date entered_	SEP 1 2	2019
Fund DOI	G153100	007301
Check#		, -

Please have your account number ready when contacting FPL.

Customer service:

1-800-375-2434 1-800-226-3545

Outside Florida:

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



GENERAL MAIL FACILITY MIAMI FL 33188-0001

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

#### PALMA SOLA TRACE COMM DEV DISTRICT: Here's what you owe for this billing period.

Amount of your last	: bill		\$109.75
Payments New charges due by		19	-\$109.75 \$109.75
Total amount you o			\$109.75

Total new charges	The control of the co	\$109.75
Taxes and charges	2.74	
Gross receipts tax	2.74	
Electric service amount **	107.01	
<b>NEW CHARGES</b> Rate: SL-1 STREET LIGHTING SERVICE		
Balance before new charges		\$0.00
Amount of your last bill Payment received - Thank you		109.75 109.75

## \*\* Your electric service amount includes the following charges:

Non-fuel energy charge:

\$0.031380 per kWh

Fuel charge:

\$0.024280 per kWh

#### Sep 4, 2019 Electric Bill

For: Aug 2, 2019 to Sep 4, 2019 (33 days) Service Address 3807 75TH ST W # ST LTS BRADENTON, FL 34209 GCOX@RIZZETTA.COM **Account Number** 75654-55537

Questions? Contact Us Reliable energy is affordable energy. Learn how we save you money at fpl.com/savings

#### Meter Summary

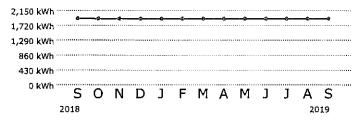
Next bill date Oct 3, 2019 Total kWh used

1919

### **Energy Usage Comparison**

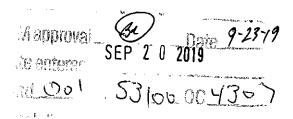
This Month	Last Month	Last Year
Sep 4, 2019	Aug 2, 2019	Sep 4, 2018
1919	1919	1919
33	31	33
58	62	58
\$109.75	\$109.75	\$125.08
	Sep 4, 2019 1919 33 58	Sep 4, 2019 Aug 2, 2019 1919 1919 33 31 58 62

## **Energy Usage History**



### Keep In Mind

- Payment received after November 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.
- Download the FPL Mobile App to stay informed throughout hurricane season. Visit FPL.com/MobileApp or text APP to MyFPL (69375) to download.



#### Stay prepared for storms

## A new hassle-free way to go solar

#### Electricity theft is a crime

Use our interactive guide to build your emergency plan and review safety tips. View Storm Center

FPL SolarTogether would allow you to enjoy Tampering with an electric meter is dangerous the benefits of solar energy without the hassle and punishable by Florida law. of doing it alone.

Report Theft

Useful Links **Important Numbers** 

Billing and service details Energy News View back of the bill

See How

Customer Service: Outside Florida:

1-800-375-2434 1-800-226-3545 To report power outages: 1-800-40UTAGE (468-8243)

Hearing/speech impaired: 711 (Relay Service)



Detail of Rate Schedule Charges for Street Lights

Account Number 75654-5537
Service From 08-02-2019
Service To 09-04-2019
Service Days 33
kWh/Day 58

## 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	0.580000	1,919	58.58
·						
		Fne	rgy sub total			58.58
		2.1.0	Sub total		1,919	58.58
	Energy co	onservation o	cost recovery			0.81
	Capacity   Environme	payment recontail	overy charge overy charge	:		0.36 0.67
	E	E <b>lectric serv</b> Gross	Fuel charge rice amount receipts tax			46.59 <b>107.01</b> 2.74
				:	,	
			Total		1,919	109.75

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

Page 2

27

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

3 080771

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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:

**GENERAL MAIL FACILITY** MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
84373-03152	\$18.77	Sep 30 2019	\$

## Your electric statement

For: Aug 07 2019 to Sep 07 2019 (31 days)

Customer name: PALMA SOLA

Service address: 4095 OVERTURE CIR # GATE

Account number: 84373-03152

Statement date:

Sep 07 2019

Next meter reading:

Oct 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
16.40	16.40 CR	0.00	0.00	18.77	\$18.77	Sep 30 2019

#### **Veter reading** - Meter AC07429

inergy usage	
Wh used	74
revious reading	- 10248
Current reading	10322

inergy usage		
	Last	This
	Year	Year
Wh this month	65	74
3ervice days	30	31
:Wh per day	2	2

#### \*The electric service amount ncludes the following charges:

:ustomer charge:	\$10,54
iuel:	\$1.90
( \$0.025630 per kWh)	
Ion-fuel:	\$4.84
( \$0.065310 per kWh)	• • •

Amount of your last bill 16.40 Payment received - Thank you 16,40CR Balance before new charges \$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS) Electric service amount 17.28\*\* Gross receipts tax 0.44 Franchise charge 1.05 Total new charges \$18.77

#### Total amount you owe

\$18.77

- Payment received after November 27, 2019 is considered LATE; a late payment charge of 1% will apply.
- Download the FPL Mobile App to stay informed throughout hurricane season. Visit FPL.com/MobileApp or text APP to MyFPL (69375) to download.

SEP 1 1 2019

Date Red'd Fila	zeita & Co	., inc.	
D/M approval,	(gr)	Date	9-13-19
Date entered_	SEP 1	2 2019	The state of the s
Fund <u>Ool</u>	GL 5310	o oc	10EV
Check#			A STATE OF THE STA

Please have your account number ready when contacting FPL. Customer service:

1-800-375-2434 1-800-226-3545

Outside Florida;

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

Hearing/speech impaired: 711 (Pelay Service)

## Hopping Green & Sams

Attorneys and Counselors

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

August 30, 2019

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

**FOR PROFESSIONAL SERVICES RENDERED** 

Total fees for this matter

Bill Number 109545 Billed through 07/31/2019

\$781.00

## **General Counsel/Monthly Meeting**

PALMA 00001 JLE

07/01/19	LMG	Revise easement agreement.	0.30 hrs
07/10/19	JLE	Analyze issue regarding easement.	0.20 hrs
07/10/19	LMG	Revise easement and transmit to Gelman and Radcliffe.	0,30 hrs
07/11/19	JLE	Conference call regarding easement item.	0.30 hrs
07/11/19	LMG	Conferences regarding Opticaltel easement; correspondence with Schappacher regarding OpticalTel antenna plans; revise same.	1.70 hrs
07/12/19	LMG	Correspondence regarding OpticalTel easement and analysis regarding same.	0.50 hrs
07/19/19	LMG	Finalize and send budget and assessment resolutions.	0.30 hrs
07/22/19	LMG	Follow up on status of OpticalTel easement.	0.20 hrs
07/29/19	LMG	Follow up on status of OpticalTel easement.	0.20 hrs
07/31/19	MCE	Research new law regarding new definition of "home address" and property appraiser objections to confidential information in assessment rolls; prepare	0.10 hrs

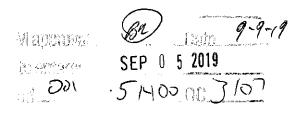
memorandum to district manager regarding same.

## **MATTER SUMMARY**

Earlywine, Jere L. Gentry, Lauren M. Eckert, Michael C.	0.50 hrs 3.50 hrs 0.10 hrs	250 /hr 180 /hr 260 /hr	\$125.00 \$630.00 \$26.00
TOTAL FEES			\$781.00
TOTAL CHARGES FOR THIS MATTER	·		\$781.00

Palma Sola Trace CDD - General	Bill No. 109545		Page 2
BILLING SUMMARY			=======
Earlywine, Jere L.	0.50 hrs	250 /hr	\$125.00
Gentry, Lauren M.	3.50 hrs	180 /hr	\$630.00
Eckert, Michael C.	0.10 hrs	260 /hr	\$26.00
	TOTAL FEES		\$781.00
TOTAL CHARGES FO	OR THIS BILL		\$781.00

Please include the bill number on your check.



## Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200

Suite 200 Tampa FL 33614

I	n	v	oi	ce
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Date	Invoice #
9/1/2019	INV0000043131

## Bill To:

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

	Services for the month of	Terms		Client Number
	September	Upon Red	eipt	00390
Description		Qty	Rate	
istrict Management Services dministrative Services		1.00	\$1,675.0	Amount 90 \$1,675.0
arministrative services		1.00	\$450.0	
counting Services		1.00	\$1,500.0	
nancial & Revenue Collections 325 (		1.00	\$416.6	
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	± -	Subtotal		\$4,041.67
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		and the second second		
		Total		\$4,041.67

## Rizzetta Technology Services 3434 Colwell Avenue Suite 200

Tampa FL 33614

## Invoice

Date	Invoice #
9/1/2019	INV0000004700

## Bill To:

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

Services for the month of	Teri	ns		nt Number
September			003	
		\$1	5.00	Amount \$75.0 \$100.0
8-30-19 2019 005/03				
	Subtota			\$175.00
	Services for the month of September  8-30-19 2019	September  Qty  5 1	September  Qty Rate 5 \$1 1 \$10	September 000  Qty Rate 5 \$15.00 \$100.00

## Schappacher Engineering LLC

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

## Invoice

Date	Invoice #
9/4/2019	1439

		Terms	Pro	oject
		Due on receipt	CDD Engine	ering Services
Serviced	Description	Quantity	Rate	Amount
8/20/2019	Coordinate with Lauren on OpticalTel agreement, send photo summary.	0.5	150.00	75.0
8/21/2019	Coordinate with Lauren for OpticalTel.	0.25	150.00	37.5
8/22/2019	Prep work for CDD meeting - review agenda items and files. Attend CDD meeting.	3.5	150.00	525.0
8/23/2019	Prepare summary of site reviews and send to board members. Follow up with Bryan.	0.5	150.00	75.0
	Mapproval SEP 1 1 2019  10 001 51300 00 3163			
upon request.	Please make checks payable to Schappacher Engineering	Tot	al	\$712

# Tab 3

# 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 this \_\_\_\_ day of September, 2019 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 c/o Rizzetta & Company, Inc., 12750 Citrus Park Lake, Suite 115, Tampa, FL 33625 ("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, to remediate or otherwise convert the Website to meet such ADA accessibility requirements, and to perform ongoing management and 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, updated, and/or replaced from time to time (as amended, updated, and/or replaced from time to time, "WCAG"). Specifically, Contractor shall, at a minimum:
  - i. provide an ADA-compliant Website that meets, at minimum, the WCAG standards specified above, which may change from time to time, and for which Contractor shall be responsible for monitoring and maintaining District compliance, as further specified in Section 2(B) herein;
  - ii. convert up to 1,500 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 (email and phone number) of the District Manager or their designee 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, and 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.** provide 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 identified by the District to accessible formats for assistive technologies, 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. 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.
  - **iii.** provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m. EST, 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;
  - iv. 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 at regular intervals as it is submitted and uploaded to the Website;
  - v. 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;

- vi. 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;
- vii. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and
- **viii.** 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, which shall include conversion of up to one thousand five hundred (1500) pages of PDF documents to accessible formats ("Initial Max Pages"), the District shall pay Contractor a one-time fee of Two Thousand Three Hundred Twenty-Five Dollars (\$2,325.00). The District shall pay Contractor fifty-percent (50%) of the fee upon execution of this Agreement by the parties. The District shall pay Contractor the remaining fifty-percent (50%) 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 One Thousand Five Hundred Thirty-Seven Dollars and Fifty Cents (\$1,537.50) per year, payable in quarterly installments of Three Hundred Eighty-Four Dollars and Thirty-Eight Cents (\$384.38) per installment. The parties understand and acknowledge 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)(ii) 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 Initial Max Pages included in the initial website remediation price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page. 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 One Dollar and Five Cents (\$1.05) per page, which pages may be purchased in bundles of one hundred (100) pages. 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 seq.*, *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.
- **TERMINATION**. The District agrees that Contractor may terminate this Agreement В. 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 Website; 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, updated, or replaced 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.**

- CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all Α. 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 nonexclusive, 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, without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.
- 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 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 the District a Compliance Shield and customized accessibility policy, which District shall display on its Website(s) 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 Bryan Radcliff ("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 ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE

# DISTRICT'S PUBLIC RECORDS CUSTODIAN AT (813) 933-5571, BRADCLIFF@RIZZETTA.COM, OR 12750 CITRUS PARK LAKE, SUITE 115, TAMPA, FL 33625.

#### **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 Manatee County, 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

c/o Rizzetta & Company, Inc. 12750 Citrus Park Lake, Suite 115

Tampa, FL 33625 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

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.

[SIGNATURES ON NEXT PAGE]

**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
	Jua Oller
Assistant Secretary	Chairperson, Board of Supervisors
WITNESS:	INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, an Ohio limited liability company
Print Name:  Exhibit A: Proposal for Services	By: Steven Williams, (Title)

# Exhibit A Proposal for Service

## Pricing

Effective date: 2019-07-15

Implementation	December	Simon
Onboarding of ADA Compliant Website and Remediation of Historical Documents	1	\$2,325.00
Migration website pages and present on a staged website for approval     Initial PDF Accessibility Compliance Service for 1500 pages of remediation		
Ongoing services	Omnie	Salmoni
Website services	1	\$600.00
Hosting, support and training for users     Website management tools to make updates     Secure certification (https)     Monthly site reporting, monitoring and error corrections		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
<ul> <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>		
Social Media Manager		Included
	Total:	\$3,862,50

<sup>\*</sup>Maximum PDF pages per 12 month period

## Statement of work

- 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:
  - 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");
  - 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;
  - 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,
- 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;
- 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.

- 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);
- After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 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.

# Tab 4





## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

## Palma Sola Trace Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

#### **About FIA**

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 650 public entity members.

## **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

#### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members' property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

## What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Palma Sola Trace Community Development District c/o Rizzetta & Company 9428 Camden Field Parkway Riverview, FL 33578

Term: October 1, 2019 to October 1, 2020

**Quote Number: 100119635** 

## **PROPERTY COVERAGE**

#### **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$38,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and	
		Extensions of Coverage.	
	5 %	Total Insured Values per building, including vehicle	
		values, for "Named Storm" at each affected location	
		throughout Florida subject to a minimum of \$10,000 per	
		occurrence, per Named Insured.	
	Per Attached Schedule	Inland Marine	

Special Property Coverages				
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>		
Earth Movement	\$2,500	Included		
Flood	\$2,500 *	Included		
Boiler & Machinery		Included		
TRIA		Included		

<sup>\*</sup>Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

## **TOTAL PROPERTY PREMIUM**

\$211

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
Х	Α	Accounts Receivable	\$500,000 in any one occurrence
Х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
Х	С	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
Х	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
х	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
Х	F	Duty to Defend	\$100,000 any one occurrence
Х	G	Errors and Omissions	\$250,000 in any one occurrence
Х	Н	Expediting Expenses	\$250,000 in any one occurrence
Х	1	Fire Department Charges	\$50,000 in any one occurrence
Х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
Х	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
Х	L	Leasehold Interest	Included
Х	М	Air Conditioning Systems	Included
Х	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
Х	0	Personal property of Employees	\$500,000 in any one occurrence
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
Х	Q	Professional Fees	\$50,000 in any one occurrence
Х	R	Recertification of Equipment	Included
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence
Х	Т	Transit	\$1,000,000 in any one occurrence
х	U	Vehicles as Scheduled Property	Included
Х	V	Preservation of Property	\$250,000 in any one occurrence
Х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
х	х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

Х	Υ	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
Х	Z	Ingress / Egress	45 Consecutive Days
Х	AA	Lock and Key Replacement	\$2,500 any one occurrence
Х	ВВ	Awnings, Gutters and Downspouts	Included
х	СС	Civil or Military Authority	45 Consecutive days and one mile
Х	Section II B1	Business Income	\$1,000,000 in any one occurrence
Х	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
Х	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

## **CRIME COVERAGE**

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## **AUTOMOBILE COVERAGE**

COVERAGES	SYMBOL	LIMIT	DEDUCTIBLE
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

## **GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

## PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate. Non-Monetary \$100,000 aggregate.

## Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate



#### **PREMIUM SUMMARY**

Palma Sola Trace Community Development District c/o Rizzetta & Company 9428 Camden Field Parkway Riverview, FL 33578

Term: October 1, 2019 to October 1, 2020

**Quote Number: 100119635** 

#### **PREMIUM BREAKDOWN**

Property (Including Scheduled Inland Marine)	\$211
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,819
Public Officials and Employment Practices Liability	\$2,563

#### **IMPORTANT NOTE**

**TOTAL PREMIUM DUE** 

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

**Additional Notes:** 

(None)

\$5,593



# PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2019, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Palma Sola Trace Community Development District

By:	(Name of Local Governmental Entity)	Pyotr Gelman			
-,.	Signature	Print Name			
Witr	ness By:				
	Signature	Print Name			
IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2019					
	Ву:				
		Administrator			



#### PROPERTY VALUATION AUTHORIZATION

Palma Sola Trace Community Development District c/o Rizzetta & Company 9428 Camden Field Parkway Riverview, FL 33578

#### **QUOTATIONS TERMS & CONDITIONS**

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
- 2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
- 3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
- 4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
- 5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
- 6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<ul><li>☑ Building and Content TIV</li><li>☐ Inland Marine</li><li>☐ Auto Physical Damage</li></ul>	\$38,000 As per schedule attached Not Included Not Included
Signature:	Date: 9/5/2019
Name: Pyotr Gelman	
Title: Chair	



#### **Property Schedule**

# Palma Sola Trace Community Development District

100119635

Policy No.: Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	!	cription	Year	Built	Eff. Date	Buildin	g Value	Total Insured Value	
	Ac	ldress	Cons	Туре	Term Date	Conten	ts Value	Totalins	sureu value
	Roof Shape	Roof Pitch			Roof Co	vering	Coverin	g Replaced	Roof Yr Blt
	Gate with Electronics		20	06	10/01/2019	\$9,	000		
1	71st ST West Bradenton FL 34209				10/01/2020				\$9,000
Unit #	Desc	<u> </u> cription	Year	Built	Eff. Date	Buildin	g Value	<b>-</b>	
	Ac	ddress	Cons	Туре	Term Date	Conten	ts Value	lotaling	ured Value
	Roof Shape	Roof Pitch			Roof Co	vering	Coverin	g Replaced	Roof Yr Blt
	Gate with Electronics		20	06	10/01/2019	\$9,	000		
2	71st ST West Bradenton FL 34209				10/01/2020				\$9,000
Unit #	Desc	cription	Year	Built	Eff. Date	Buildin	g Value		
		ddress	Cons	Туре	Term Date		ts Value	Total Ins	sured Value
	Roof Shape	Roof Pitch			Roof Co	vering	Coverin	g Replaced	Roof Yr Blt
	Wooden Bridge over Canal		20	06	10/01/2019	\$20	,000		
3	Behind HOA Club House Bradenton FL 34209				10/01/2020				\$20,000
						•		•	
			Total:	Building \$38,000		Contents Val \$0	ue	Insured Va \$38,000	alue

	QQQ	Pyotr Gelman	9/5/2019
Sign:		Print Name:	Date:

# Tab 5

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 October 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, as shown on the plans attached as **Exhibit B**; 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. By granting this easement, and subject to the provisions of Section 3(d) herein, the District approves of the geographic location of the System on the District's property as shown on the plans attached hereto as **Exhibit B**, provided however that such approval is expressly limited to the geographic location, and nothing herein shall be construed as limiting the District's available rights or remedies against any entity for other damage, including but not limited to that caused in the course of installing, maintaining, or repairing the System and that caused by any defect in the manner or means of installation.

#### 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. In the event of an emergency necessitating District work that impacts the System, the District shall notify the Grantees of such emergency so that Grantees may commence any necessary work on the System, provided however that Grantees shall be deemed to have consented to the District performing such work if no response is received within forty-eight (48) hours, or such shorter time as specified by the District and necessitated by the circumstances.
- (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.

[Signatures on following pages]

signed, sealed and delivered in the presence of:	PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT
(Signature)	, Board of Supervisors
(Print Name)	
(Signature)	
(Print Name)	
STATE OF FLORIDA COUNTY OF	
	ledged before me this day of October, 2019, by of the Board of Supervisors of the Palma Sola Trace
	Il purpose government created pursuant to Chapter 190, Florida
Statutes, on behalf of said District. He/she [as identification.	] is personally known to me, or [ ] has produced
	Notary Public

<del>-</del>	PALMA SOLA TRACE MASTER ASSOCIATION, INC., a Florida non-profit corporation
	By:
(Print Name)	Title:
(Signature)	
(Print Name)	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged, as	before me this day of October, 2019, by of the Palma Sola Trace Master Association, Inc.
He/She [] is personally known to me, or [] has produced _	
	Notary Public

Signed, sealed and delivered in the presence of:	HCONTROL COMMUNITIES, LLC, D/B/A OPTICALTEL		
(Signature)			
	By:		
(Print Name)	Title:		
(Signature)			
(Print Name)			
STATE OF FLORIDA COUNTY OF			
	ged before me this day of October, 2019, by		
	Control Communities, LLC, (d/b/a OpticalTel) Florida		
corporations, on behalf of corporation. He/she [ as identification.	] is personally known to me, or [ ] has produced		
	Notary Public		

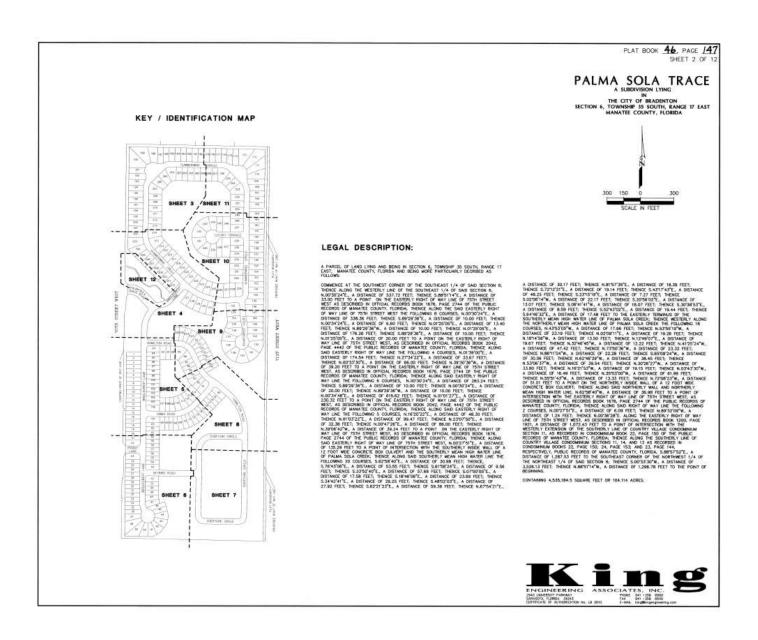
#### **EXHIBIT A**

## LEGAL DESCRIPTION

Tracts C-1 through C-11

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.



# EXHIBIT B OPTICALTEL INSTALLATION PLANS

# Tab 6

SPECIAL DISTRICT WEBSITE COMPLIANCE					
Fla. Sta	at. §189.069 (2018)				
Requirements: <sup>1</sup>	Website Timeframe:	Status:			
Full legal name of the special district. 2	Permanent.				
Public purpose of the special district. <sup>3</sup>	Permanent.				
Contact information for each governing body	Permanent.				
member, including the member's name, official					
address, official e-mail address, and, if applicable,					
the member's term and appointing authority.4					
Fiscal year of the special district. 5	Permanent.				
Full text of the special district's charter. 6	Permanent.				
Community development districts may reference					
chapter 190, as the uniform charter, but must					
include information relating to any grant of					
special powers. <sup>7</sup>					
Date of establishment of the special district.8	Permanent.				
Establishing entity of the special district.9	Permanent.				
Statute or statutes under which the special	Permanent.				
district operates, if different from the statute or					
statutes under which the special district was					
established.					
Mailing address of the special district. <sup>10</sup>	Permanent.				
E-mail address of the special district. <sup>11</sup>	Permanent.				
Telephone number of the special district. <sup>12</sup>	Permanent.				
Internet website uniform resource locator (URL) of the special district. <sup>13</sup>	Permanent.				
Description of the boundaries or service area of the special district. <sup>14</sup>	Permanent.				
Description of the services provided by the special district. <sup>15</sup>	Permanent.				
Listing of all taxes, fees, assessments, or charges	Permanent, but rates and amounts only				
imposed and collected by the special district,	must be provided for the current fiscal				
including the rates or amounts for the current	year.				
fiscal year and the statutory authority for the levy					
of the tax, fee, assessment, or charge. <sup>16</sup>					
Primary contact information for the special	Permanent.				
district for purposes of communication from the					
department. 17					
Code of ethics adopted by the special district, if	Permanent.				
applicable, and a hyperlink to generally applicable					
ethics provisions. <sup>18</sup>					
Budget of each special district, in addition to	<b>Tentative budgets</b> : must be posted at				
amendments in accordance with s. 189.418. <sup>19</sup>	least two (2) days prior to the budget				
	hearing and remain on the website for				
	forty-five (45) days. <sup>20</sup>				
	Final adopted budgets: must be posted				
	within thirty (30) days after adoption				

<sup>&</sup>lt;sup>1</sup> If the special district has a defined benefit retirement system there may be additional posting requirements per Fla. Sta. 112.664.

<sup>&</sup>lt;sup>2</sup> Fla. Stat. § 189.069(2)(a)(1).

<sup>&</sup>lt;sup>3</sup> Fla. Stat. § 189.069(2)(a)(2).

<sup>&</sup>lt;sup>4</sup> Fla. Stat. § 189.069(2)(a)(3).

<sup>&</sup>lt;sup>5</sup> Fla. Stat. § 189.069(2)(a)(4).

<sup>&</sup>lt;sup>6</sup> Fla. Stat. § 189.069(2)(a)(5).

<sup>&</sup>lt;sup>7</sup> *Id.* <sup>8</sup> *Id.* 

<sup>&</sup>lt;sup>8</sup> *Id.*<sup>9</sup> *Id.*<sup>10</sup> Fla. Stat. § 189.069(2)(a)(6).
<sup>11</sup> *Id.*<sup>12</sup> *Id.*<sup>13</sup> *Id.*<sup>14</sup> Fla. Stat. § 189.069(2)(a)(7).

<sup>14.</sup> Fla. Stat. § 189.069(2)(a)(7). 15 *Id*.

<sup>&</sup>lt;sup>16</sup> Fla. Stat. § 189.069(2)(a)(8).

<sup>17</sup> Fla. Stat. § 189.069(2)(a)(9). Per DEO guidelines, this should be the same person identified to the Department as the District's registered agent

and registered office.

18 Fla. Stat. § 189.069(2)(a)(10). Per DEO guidelines, one option is to link to the Florida Commission on Ethics – Ethics law webpage (http://www.ethics.state.fl.us/Research/EthicsLaws.aspx) <sup>19</sup> Fla. Stat. § 189.069(2)(a)(11). <sup>20</sup> Fla. Stat. § 189.016 (5).

	and remain on website for two (2) years. <sup>21</sup> <b>Budget amendments</b> : must be posted within five (5) days after adoption and remain on website for two (2) years. <sup>22</sup>	
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. <sup>23</sup>	Most recent audit report for most recent completed fiscal year.	
Link to the Department of Financial Services website. <sup>24</sup>	Permanent.	
List of regularly scheduled meetings. <sup>25</sup>	The schedule for must be posted quarterly, semiannually, or annually and remain on the website until the next schedule is available. <sup>26</sup>	
Meeting or workshop agenda, along with any meeting materials available in an electronic format, excluding confidential and exempt information. <sup>27</sup>	Post at least (7) days before the meeting or workshop.  Agendas and materials must remain on the website for one (1) year after the meeting or workshop. <sup>28</sup>	
Public Facilities Report, if applicable. <sup>29</sup>	If applicable, the District must post the Public Facilities Initial Report, the Public Facilities Annual Notice of Any Changes, and the Public Facilities Update Report. <sup>30</sup>	

*Id.*22 Fla. Stat. § 189.016 (7).
23 Fla. Stat. § 189.069(2)(a)(12).
24 Fla. Stat. § 189.069(2)(a)(15).
25 Fla. Stat. § 189.069(2)(a)(13).
26 Fla. Stat. § 189.015(1).
27 Fla. Stat. § 189.069(2)(a)(16).
28 *Id.*29 Fla. Stat. § 189.069(2)(a)(14).
30 Fla. Dept. of Econ. Opportunity, Special Dist. Handbook Online (2016).

# Tab 7



Financial Statements (Unaudited)

August 31, 2019

Prepared by: Rizzetta & Company, Inc.

palmasolatracecdd.org rizzetta.com

Balance Sheet As of 8/31/2019 (In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Governmental Funds	General Fixed Assets Account Group	General Long-Term Debt Account Group
Assets						
Cash In Bank	93,472	0	0	93,472	0	0
Investments	127,992	0	293,714	421,705	0	0
InvestmentsReserves	0	168,575	0	168,575	0	0
Accounts Receivable	0	0	0	0	0	0
Prepaid Expenses	7,173	0	0	7,173	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	293,714
Amount To Be Provided Debt Service	0	0	0	0	0	2,841,286
Fixed Assets	0	0	0	0	1,341,827	0
Total Assets	229,018	168,575	293,714	691,306	1,341,827	3,135,000
Liabilities						
Accounts Payable	10,374	0	0	10,374	0	0
Accrued Expenses Payable	988	0	0	988	0	0
Due To Other Funds	0	0	0	0	0	0
Revenue Bonds PayableLong Term	0	0	0	0	0	3,135,000
Total Liabilities	11,362	0	0	11,362	0	3,135,000
Fund Equity & Other Credits						
Beginning Fund Balance	205,696	154,403	275,018	635,118	1,341,827	0
Net Change in Fund Balance	11,960	14,172	18,696	44,827	0	0
Total Fund Equity & Other Credits	217,656	168,575	293,714	679,945	1,341,827	0
Total Liabilities & Fund Equity	229,018	168,575	293,714	691,306	1,341,827	3,135,000

Statement of Revenues and Expenditures 001 - General Fund From 10/1/2018 Through 8/31/2019 (In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Revenues					
Interest Earnings					
Interest Earnings	1,000	917	1,076	160	(7.64)%
Special Assessments	,		,		,
Tax Roll	149,074	149,074	150,720	1,646	(1.10)%
Total Revenues	150,074	149,991	151,796	1,806	(1.15)%
Expenditures					
Legislative					
Supervisor Fees	7,000	7,000	5,400	1,600	22.85%
Financial & Administrative					
Administrative Services	5,400	4,950	4,950	0	8.33%
District Management	20,100	18,425	18,425	0	8.33%
District Engineer	6,500	5,958	6,131	(173)	5.67%
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	4,583	4,583	0	8.33%
Accounting Services	18,000	16,500	16,500	0	8.33%
Auditing Services	4,000	4,000	3,223	777	19.42%
Arbitrage Rebate Calculation	500	458	0	458	100.00%
Public Officials Liability Insurance	2,750	2,750	2,500	250	9.09%
Legal Advertising	700	642	503	139	28.12%
Dues, Licenses & Fees	175	175	175	0	0.00%
Website Hosting, Maintenance, Backup (and Email)	2,100	1,925	1,925	0	8.33%
Legal Counsel					
District Counsel	10,000	9,167	7,714	1,453	22.86%
Electric Utility Services					
Utility Services	2,000	1,833	1,638	195	18.07%
Street Lights	10,000	9,167	1,364	7,802	86.35%
Stormwater Control					
Fountain Service Repairs & Maintenance	500	458	0	458	100.00%
Lake/Pond Bank Maintenance	5,000	4,583	2,450	2,133	51.00%
Wetland Monitoring & Maintenance	9,000	8,250	7,800	450	13.33%
Aquatic Maintenance	10,200	9,350	9,350	0	8.33%
Miscellaneous Expense	500	458	0	458	100.00%
Aquatic Plant Replacement Other Physical Environment	5,000	4,583	5,000	(417)	0.00%

Statement of Revenues and Expenditures 001 - General Fund From 10/1/2018 Through 8/31/2019 (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	8,479	13,845	(5,366)	(49.67)%
Miscellaneous Expense	500	458	0	458	100.00%
Road & Street Facilities					
Gate Facility Maintenance	1,000	917	1,459	(542)	(45.90)%
Street Light Decorative Light Maintenance	35,000	32,083	12,570	19,513	64.08%
Contingency					
Miscellaneous Contingency	3,455	3,167	1,155	2,012	66.57%
Total Expenditures	185,074	171,765	139,837	31,929	24.44%
Excess of Revenue Over (Under) Expenditures	(35,000)	(21,775)	11,960	33,735	134.17%
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	13,225	11,960	(1,265)	0.00%
Fund Balance, Beginning of Period					
	0	0	205,696	205,696	0.00%
Fund Balance, End of Period	0	13,225	217,656	204,431	0.00%

Statement of Revenues and Expenditures Reserve Fund - 005 From 10/1/2018 Through 8/31/2019 (In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining	
Revenues					
Interest Earnings					
Interest Earnings	0	1,911	1,911	0.00%	
Special Assessments					
Tax Roll	12,265	12,265	0	0.00%	
Total Revenues	12,265	14,176	1,911	15.58%	
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		14,172	14,172	0.00%	
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	14,172	14,172	0.00%	
Fund Balance, Beginning of Period					
- 0	0	154,403	154,403	0.00%	
Fund Balance, End of Period	0	168,575	168,575	0.00%	

Statement of Revenues and Expenditures
Debt Service Fund - 200
From 10/1/2018 Through 8/31/2019
(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	6,886	6,886	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	284,465	15,853	5.90%
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	18,696	18,696	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	18,696	18,696	0.00%
Fund Balance, Beginning of Period				
	0	275,018	275,018	0.00%
Fund Balance, End of Period	0	293,714	293,714	0.00%

#### Palma Sola Trace CDD Investment Summary August 31, 2019

Account	Investment	 ance as of 1st 31, 2019
The Bank of Tampa The Bank of Tampa ICS Program:	Money Market Account	\$ 67,373
BOKF, National Association	Money Market Account	60,619
	<b>Total General Fund Investments</b>	\$ 127,992
The Bank of Tampa ICS Capital Reserve BOKF, National Association	Money Market Account	\$ 168,575
	<b>Total Reserve Fund Investments</b>	\$ 168,575
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$ 129,751
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>	\$ 293,714

Aged Payables by Invoice Date
Aging Date - 8/1/2019
001 - General Fund
From 8/1/2019 Through 8/31/2019

Vendor Name	Invoice Date	Invoice Number	Invoice Description	Current Balance
Axel Hamilton Bergman, Jr.	8/22/2019	AB082219	Board of Supervisors Meeting 08/22/19	200.00
Eva Walker	8/22/2019	EW082219	Board of Supervisors Meeting 08/22/19	200.00
Peter Gelman	8/22/2019	PG082219	Board of Supervisors Meeting 08/22/19	200.00
Robert Mauriello	8/22/2019	RM082219	Board of Supervisors Meeting 08/22/19	200.00
Roger Ohlson	8/22/2019	RO082219	Board of Supervisors Meeting 08/22/19	200.00
Aquagenix	8/24/2019	4060194	Wetland Maintenance 08/19	3,000.00
Egis Insurance Advisors, LLC.	8/29/2019	9273	Commercial Insurance Package FY 19/20	5,593.00
Hopping Green & Sams	8/31/2019	109545	General/Monthly Legal Services 07/19	781.00
			Total 001 - General Fund	10,374.00
Report Total				10,374.00

#### Palma Sola Trace Community Development District Notes to Unaudited Financial Statements August 31, 2019

#### **Balance Sheet**

- 1. Trust statement activity has been recorded through 08/31/19.
- 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.



Financial Statements (Unaudited)

**September 30, 2019** 

Prepared by: Rizzetta & Company, Inc.

palmasolatracecdd.org rizzetta.com

Balance Sheet As of 9/30/2019 (In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Governmental Funds	General Fixed Assets Account Group	General Long-Term Debt Account Group
Assets						
Cash In Bank	77,382	0	0	77,382	0	0
Investments	128,089	0	294,211	422,299	0	0
InvestmentsReserves	0	168,815	0	168,815	0	0
Accounts Receivable	0	0	0	0	0	0
Prepaid Expenses	9,498	0	0	9,498	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	294,211
Amount To Be Provided Debt Service	0	0	0	0	0	2,840,789
Fixed Assets	0	0	0	0	1,341,827	0
Total Assets	215,350	168,815	294,211	678,376	1,341,827	3,135,000
Liabilities						
Accounts Payable	4,993	0	0	4,993	0	0
Accrued Expenses Payable	1,060	0	0	1,060	0	0
Due To Other Funds	0	0	0	0	0	0
Revenue Bonds PayableLong Term	0	0	0	0	0	3,135,000
Total Liabilities	6,053	0	0	6,053	0	3,135,000
Fund Equity & Other Credits						
Beginning Fund Balance	205,696	154,403	275,018	635,118	1,341,827	0
Net Change in Fund Balance	3,601	14,411	19,193	37,205	0	0
Total Fund Equity & Other Credits	209,297	168,815	294,211	672,323	1,341,827	0
Total Liabilities & Fund Equity	215,350	168,815	294,211	678,376	1,341,827	3,135,000

Statement of Revenues and Expenditures 001 - General Fund From 10/1/2018 Through 9/30/2019 (In Whole Numbers)

	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Percent Annual Budget Remaining
Revenues					
Interest Earnings					
Interest Earnings	1,000	1,000	1,173	173	(17.34)%
Special Assessments	,	,	,		,
Tax Roll	149,074	149,074	150,720	1,646	(1.10)%
Total Revenues	150,074	150,074	151,893	1,819	(1.21)%
Expenditures					
Legislative					
Supervisor Fees	7,000	7,000	5,400	1,600	22.85%
Financial & Administrative					
Administrative Services	5,400	5,400	5,400	0	0.00%
District Management	20,100	20,100	20,100	0	0.00%
District Engineer	6,500	6,500	6,131	369	5.67%
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	5,000	5,000	(0)	0.00%
Accounting Services	18,000	18,000	18,000	0	0.00%
Auditing Services	4,000	4,000	3,223	777	19.42%
Arbitrage Rebate Calculation	500	500	0	500	100.00%
Public Officials Liability Insurance	2,750	2,750	2,500	250	9.09%
Legal Advertising	700	700	503	197	28.12%
Dues, Licenses & Fees	175	175	175	0	0.00%
Website Hosting, Maintenance, Backup (and Email)	2,100	2,100	2,100	0	0.00%
Legal Counsel					
District Counsel	10,000	10,000	9,584	416	4.16%
Electric Utility Services					
Utility Services	2,000	2,000	1,779	221	11.05%
Street Lights	10,000	10,000	1,459	8,541	85.41%
Stormwater Control					
Fountain Service Repairs & Maintenance	500	500	0	500	100.00%
Lake/Pond Bank Maintenance	5,000	5,000	2,450	2,550	51.00%
Wetland Monitoring & Maintenance	9,000	9,000	7,800	1,200	13.33%
Aquatic Maintenance	10,200	10,200	10,200	0	0.00%
Miscellaneous Expense	500	500	0	500	100.00%
Aquatic Plant Replacement Other Physical Environment	5,000	5,000	5,000	0	0.00%

Statement of Revenues and Expenditures 001 - General Fund From 10/1/2018 Through 9/30/2019 (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	9,250	14,593	(5,343)	(57.76)%
Miscellaneous Expense	500	500	0	500	100.00%
Road & Street Facilities					
Gate Facility Maintenance	1,000	1,000	1,459	(459)	(45.90)%
Street Light Decorative Light Maintenance	35,000	35,000	13,106	21,894	62.55%
Contingency					
Miscellaneous Contingency	3,455	3,455	1,155	2,300	66.57%
Total Expenditures	185,074	185,074	148,293	36,781	19.87%
Excess of Revenue Over (Under) Expenditures	(35,000)	(35,000)	3,601	38,601	110.28%
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	0	3,601	3,601	0.00%
Fund Balance, Beginning of Period					
	0	0	205,696	205,696	0.00%
Fund Balance, End of Period	0	0	209,297	209,297	0.00%

Statement of Revenues and Expenditures Reserve Fund - 005 From 10/1/2018 Through 9/30/2019 (In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percentage Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	2,151	2,151	0.00%
Special Assessments				
Tax Roll	12,265	12,265	0	0.00%
Total Revenues	12,265	14,416	2,151	17.54%
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	14,411	14,411	0.00%
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	14,411	14,411	0.00%
Fund Balance, Beginning of Period				
, , ,	0	154,403	154,403	0.00%
Fund Balance, End of Period	0	168,815	168,815	0.00%

Statement of Revenues and Expenditures
Debt Service Fund - 200
From 10/1/2018 Through 9/30/2019
(In Whole Numbers)

	Annual Budget	Annual Budget Current Period Bud Actual Sudget Actual		Budget Percentage Remaining	
Revenues					
Interest Earnings					
Interest Earnings	0	7,383	7,383	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	284,962	16,350	6.09%	
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	19,193	19,193	0.00%	
Excess of Rev./Other Sources Over (Under) Expend./Other Uses	0	19,193	19,193	0.00%	
Fund Balance, Beginning of Period					
	0	275,018	275,018	0.00%	
Fund Balance, End of Period	0	294,211	294,211	0.00%	

#### Palma Sola Trace CDD Investment Summary September 30, 2019

		Bala	nce as of
Account	<u>Investment</u>	<u>September 30, 2019</u>	
The Bank of Tampa The Bank of Tampa ICS Program:	Money Market Account	\$	67,384
BOKF, National Association	Money Market Account		6
Pinnacle Bank	Money Market Account		60,699
	<b>Total General Fund Investments</b>	\$	128,089
The Bank of Tampa ICS Capital Reserve	Marrow Market Account	ф	17
BOKF, National Association Pinnacle Bank	Money Market Account  Money Market Account	\$	17 168,798
	<b>Total Reserve Fund Investments</b>	\$	168,815
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$	130,248
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>	\$	294,211

Aged Payables by Invoice Date
Aging Date - 9/1/2019
001 - General Fund
From 9/1/2019 Through 9/30/2019

Vendor Name	Invoice Date	Invoice Number	Invoice Description	Current Balance
Aquagenix	9/1/2019	4061467	Aquatic Service 09/19	850.00
BrightView Landscape services, Inc.	9/1/2019	6465594	Monthly Lawn Service 09/19	748.00
Innersync	9/20/2019	17757	Website Compliance	2,325.00
Hopping Green & Sams	9/25/2019	110142	General/Monthly Legal Services 08/19	1,070.32
			Total 001 - General Fund	4,993.32
Report Total				4,993.32

#### Palma Sola Trace Community Development District Notes to Unaudited Financial Statements September 30, 2019

#### **Balance Sheet**

- 1. Trust statement activity has been recorded through 09/30/19.
- 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.