



Rizzetta & Company

Palma Sola Trace Community Development District

Board of Supervisors' Meeting September 24, 2020

To be conducted by telephonic or video conferencing communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, 20-193 issued by Governor DeSantis, as subsequently extended, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

www.palmasolatracecdd.org

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors	Peter Gelman	Chair
	Roger Ohlson	Vice Chair
	Robert Mauriello	Assistant Secretary
	Eva Walker	Assistant Secretary
	William Diamond	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 phones must be placed on mute while in the meeting unless participating in the discussion.

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.

September 16, 2020

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

FINAL AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Palma Sola Trace Community Development District will be held on **Thursday, September 24, 2020 at 1:30 p.m.** to be conducted by telephonic or video conferencing communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, 20-193 issued by Governor DeSantis, as subsequently extended, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
- 4. BUSINESS ITEMS**
 - A.** Ratification of Egis Proposal.....Tab 1
 - B.** Discussion of Wall Transfer from the HOA to the CDD
 - 1.** Presentation of Information on Wall from HOA.....Tab 2
 - 2.** Consideration of Engagement Letter from MBS Capital Markets, LLC.....Tab 3
 - a.** Presentation from MBS Capital Markets, LLC
 - 3.** Consideration of Bond Counsel Engagement Agreement...Tab 4
- 5. STAFF REPORTS**
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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) 933-5571.

Respectfully,

Bryan Radcliff

Bryan Radcliff
District Manager

Tab 1



INVOICE

Customer	Palma Sola Trace Community Development District
Acct #	499
Date	08/27/2020
Customer Service	Kristina Rudez
Page	1 of 1

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

Payment Information	
Invoice Summary	\$ 5,883.00
Payment Amount	
Payment for:	Invoice#11439
100120635	

Thank You

Please detach and return with payment



Customer: Palma Sola Trace Community Development District

Invoice	Effective	Transaction	Description	Amount
11439	10/01/2020	Renew policy	Policy #100120635 10/01/2020-10/01/2021 Florida Insurance Alliance Package - Renew policy Due Date: 8/27/2020	5,883.00

Total

\$ 5,883.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC

Lockbox 234021 PO Box 84021
Chicago, IL 60689-4002

(321)233-9939

sclimer@egisadvisors.com

Date

08/27/2020



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 800 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, 2020 to October 1, 2021

Quote Number: 100120635

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.

	Valuation	Coinsurance
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		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

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

TOTAL PROPERTY PREMIUM

\$232

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
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	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.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	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
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

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

CRIME COVERAGE

Description

Limit

Deductible

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	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

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, 2020 to October 1, 2021

Quote Number: 100120635

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$232
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,960
Public Officials and Employment Practices Liability	\$2,691
TOTAL PREMIUM DUE	\$5,883

IMPORTANT NOTE

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)



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.

- | | | | |
|-------------------------------------|--------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$38,000 | As per schedule attached |
| <input type="checkbox"/> | Inland Marine | Not Included | |
| <input type="checkbox"/> | Auto Physical Damage | Not Included | |

Signature: _____ Date: _____

Name: _____

Title: _____

**Palma Sola Trace Community Development District**

Policy No.: 100120635

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Roof Covering	Covering Replaced
1	Gate with Electronics		2006	10/01/2020	\$9,000		\$9,000	
	71st ST West Bradenton FL 34209			10/01/2021				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Roof Covering	Covering Replaced
2	Gate with Electronics		2006	10/01/2020	\$9,000		\$9,000	
	71st ST West Bradenton FL 34209			10/01/2021				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Roof Covering	Covering Replaced
3	Wooden Bridge over Canal		2006	10/01/2020	\$20,000		\$20,000	
	Behind HOA Club House Bradenton FL 34209			10/01/2021				
			Total:	Building Value \$38,000		Contents Value \$0		Insured Value \$38,000

Sign: _____

Print Name: _____

Date: _____

Tab 2



Cost of Repair Estimate
Palma Sola Trace HOA
7408 Hamilton rd, Bradenton, FL
Version: 11/13/2019

November 13, 2019						
Palma Sola Trace HOA						
	Summary					Notes
	repair category				costs	
01	Site Specifics				\$ 343,088.75	
02	Scope of Repairs				\$ 2,165,401.33	
03	General Conditions/ Supervision				\$ 52,000.00	
				Subtotal 1:	\$ 2,560,490.08	
			5.0%	Contingency:	\$ 128,024.50	for unknown conditions
				Subtotal 2:	\$ 2,688,514.59	
			5.0%	General Conditions:	\$ 134,425.73	See included general site conditions, 3.2
				Subtotal 3:	\$ 2,822,940.32	
			15.0%	Contractor's Fee:	\$ 423,441.05	
	(Total to contractor for reconstruction)			Subtotal 4:	\$ 3,246,381.36	
	Hired by Owner			Engineer's Fees:	\$ 20,000.00	Geotech / Survey Allowance
				Subtotal 5:	\$ 3,266,381.36	
			Grand Total:		\$ 3,266,381.36	
	Cost of Repair Introduction and Summary Notes:					
	As requested by: Jon Lemole, at Tannenbaum Scro					
	Report Authored by: Jeremiah Franks					
	Basis documents for this report: Karins Engineering Group report of existing conditions report dated April 17, 2018 and site visits.					
	General Notes:					
	This report uses industry common unit abbreviations and in some instances unit pricing. However, the unit pricing should not be taken out of the context of this report or the line item unit quantity.					
	All described repairs herein are estimated to be installed according to the OSHA required safety guidelines and the jurisdiction's permittable guidelines.					
	Where Allowances (AL) are used in this report, it is because ascertaining the exact cost or quantity is currently unknowable without further engineering or investigations.					
	Where TBD is used, it is likely that costs will be determined based on future planning and discovery.					

November 13, 2019						
Palma Sola Trace HOA						
01	Site Specifics					
	Repair Description	Repair Quantity	Unit Type	Unit Cost	Direct Cost	Notes
1.0	Staging					
1.0.1	Security/ Safety					
	a. Materials staging/ laydown areas identified, maintained and protected.				Included in GCs	
	b. Vehicle/ Traffic safety coordinator to monitor roadways adjacent to the construction.				Included in GCs	
1.0.2	Parking					
	a. On site parking to be provided by Owner.				TBD	
1.1	In Progress requirements					
1.1.1	Containment measures					
	a. Install and Maintain containment along the backyards to screen off the work zone from residents.	2,255	LF	\$ 9.50	\$ 21,422.50	25% estimated to be directly impacting private space.
	b. Install and Maintain soil erosion controls along the drainage areas at the work zone.	2,255	LF	\$ 5.75	\$ 12,966.25	estimated at 25% of the lineal footage
1.1.2	In-direct damages					
	a. Repairs to the hardscape and softscapes adjacent to and as required to access the work areas; including concrete, sod, irrigation and plants. Allowance.	1	AL	\$ 292,200.00	\$ 292,200.00	estimating 12 access points and 600 sf each + 10' wide path along the wall (90,200)/ average \$3.00 per foot.
1.1.3	Special Equipment					
	a. Concrete pumping as needed through the course of work.	1	AL	\$ 10,000.00	\$ 10,000.00	estimating 6 days
1.2	Permits					
1.2.1	State of Florida and Municipal requirements					
	a. Allowance for possible permitting requirements	1	AL	\$ 1,500.00	\$ 1,500.00	
	b. Lane closure permits and roadside access permits.	1	AL	\$ 5,000.00	\$ 5,000.00	
Subtotal					\$ 343,088.75	
01	Site Specifics	TOTAL		\$	343,088.75	

November 13, 2019						
Palma Sola Trace HOA						
02	Scope of Repairs					
	DESCRIPTION	QUANTITY	UNIT	COST	DIRECT COST	NOTES
2.0	Perimeter Wall					
2.0.1	Columns					
a	Remove and haul off the existing concrete columns and footings.	1503	ea	\$295.00	\$443,483.33	
b.	Install new columns and new footings.	902	ea	\$595.00	\$536,690.00	
2.0.2	Wall Panels					
a	Remove and dispose of the existing wall panels.	9020	LF	\$15.00	\$135,300.00	
b.	Install new panels to match the new columns.	9020	LF	\$105.00	\$947,100.00	
2.0.3	Coatings					
a.	Apply coatings to the panels and columns	108240	sf	\$0.95	\$102,828.00	
Subtotal					\$2,165,401.33	
02	Perimeter Wall	TOTAL		\$	2,165,401.33	

November 13, 2019

Palma Sola Trace HOA

03 General Conditions

	DESCRIPTION	QUANTITY	UNIT	COST	DIRECT COST	NOTES
3.0	Pre-Reconstruction					
3.0.1	On-site and offsite project management to develop with input from all parties, the best possible plan of execution. Pre-Reconstruction.					
a.	Estimated time frame for the proper planning and design coordination necessary to execute the reconstruction.				Included in GCs	
3.1	Project Supervision					
3.1.1	On-site through the course of work available during both normal operation hours and after hours.					
a.	Superintendent- Day to Day activities and sub contractor coordination, along with QA/ QC program and safety protocol adherence.	40	Wks.	\$ 1,300.00	\$ 52,000.00	20hrs / week x \$65/ hour
3.2	Site Specific General Conditions					
3.2.1	Potentially necessary items that are included as part of the General Conditions percentage indicated on the summary page.					
a.	Secure container delivery, rental, and pick up. For contents and materials storage at the site.				Included in GCs	
b.	Safety provisions; including signage, meeting time, fencing, barrier and safety coordinator visits.				Included in GCs	
c.	Mobilizations as needed to accommodate the operations of the property according the pre-reconstruction program.				Included in GCs	
d.	Off-site management and supervision as needed to meet project criteria.				Included in GCs	
e.	Project documentation as required, such as submittals, change estimate tracking, RFI, ESI, etc..				Included in GCs	
f.	Temporary utilities such as san-o-let as needed.				Included in GCs	
	Subtotal				\$ 52,000.00	
03	General Conditions	TOTAL			\$ 52,000.00	

Tab 3

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement is entered into this 24th day of September, 2020, by and between **PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "District"), and **BRYANT MILLER OLIVE P.A.**, a Florida professional service corporation ("BMO").

WITNESSETH:

WHEREAS, the District plans to issue its revenue bonds (the "Bonds") to finance or refinance the acquisition, construction and equipping of certain assessable improvements benefiting residents of the District; and

WHEREAS, the District desires to engage BMO as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, BMO desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and BMO, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL

1.1. Duties of Bond Counsel. BMO shall serve as bond counsel to the District in connection with the issuance of the Bonds. It is anticipated that such Bonds will be sold through a negotiated sale or private placement. The duties of BMO as bond counsel shall include the following:

1.1.1. Prepare all indentures (including a Master Indenture and Supplemental Indenture) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters/placement agents engaged by the District.

1.1.2. Review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that BMO shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and provided further, that BMO shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds.

1.1.3. Review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attending drafting and informational meetings regarding the Bonds.

1.1.4. Render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the interest to be paid with respect to the Bonds from federal income taxation.

1.2 *Duties of Bond Counsel under this engagement are limited to those expressly set forth above. Among other things, Bond Counsel's duties do not include:*

1.2.1 Assisting in the preparation or review of an official statement or any other disclosure document with respect to the public offering of tax exempt debt obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

1.2.2 Preparing blue sky or investment surveys with respect to the debt instrument.

1.2.3 Drafting state constitutional or legislative amendments.

1.2.4 Pursuing test cases or other litigation (such as validation proceedings).

1.2.5 Making an investigation or expressing any view as to the creditworthiness of the District, any credit enhancement provider, liquidity provider or the debt instrument.

1.2.6 Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to any publicly offered debt or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

1.2.7 Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

1.2.8 After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on any tax exempt debt instrument will continue to be excludable from gross income for federal income tax

purposes (e.g., this engagement does not include rebate calculations for any tax exempt debt).

1.2.9 Providing any advice or opinions on bankruptcy matters.

1.2.10 Providing advice or opinions on interest rate swap agreements.

1.2.11 Addressing any other matter not specifically set forth above that is not required to render BMO's legal opinions.

1.3. Fees and Expenses for Services Rendered as Bond Counsel. Based upon (i) our understanding of the terms, structure, size and schedule of the financing represented by each Series of Bonds; (ii) the duties we will undertake pursuant to this agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we will submit a fee for your approval prior to the issuance of each series of Bonds. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount originally anticipated; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee, we will advise you and request your prior approval. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee is usually paid at the closing for a Bond issue, and we customarily do not submit any statement until the closing unless there is a substantial delay in completing the financing. We may submit an additional statement for client charges following the closing.

If for any reason the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our bond opinion as Bond Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from \$150 to \$350, depending on personnel) for time actually spent on your behalf plus client charges, as described above.

1.4 Limitations on Engagement: Unless otherwise expressly stated herein, it is understood and agreed that the District is not relying upon Bond Counsel for investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom you are or may be dealing in connection with this matter.

1.5 Waiver of Future Conflicts: It is a condition of BMO's acceptance of this engagement that the District understand and agree that BMO may continue to represent, or may undertake in the future to represent, any existing or future client(s) in any matter which is not substantially related to the particular matter that BMO is handling for the District in this engagement.

1.6 Applicability to Future Engagements: Unless a different engagement letter is executed in the future, the terms of this engagement letter will also be applicable to and govern our professional relationship on all subsequent matters on or in which we may become involved or engaged on the District's behalf.

2. TERMINATION. This Agreement may be terminated by the District, or by BMO, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates BMO for reasonable cause related to the District's dissatisfaction with the quality of the services rendered by BMO (such as, for example, BMO's failure to meet reasonable deadlines imposed by the District, BMO's neglect of its duties hereunder, or BMO's improper performance of its duties hereunder), then no compensation shall be paid to BMO for any services theretofore rendered pursuant to Section 1 of this Agreement. If the District terminates BMO for any other reason, but nevertheless sells the Bonds, then compensation to be paid by the District shall be an amount equal to the number of hours devoted by BMO to its services as bond counsel pursuant to Section 1 above through the termination date multiplied by \$350.00.

3. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

4. CONFLICTS. The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. BMO is disclosing to the District that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as underwriter's counsel or trustee's counsel on public finance matters in Florida. From time to time, BMO may represent the firms which may underwrite the District's bonds, notes or other obligations (and other financial institutions hired by the District) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and BMO can effectively represent the District and the discharge of BMO's professional responsibilities to the District will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the District expressly consents to such other representations consistent with the circumstances herein described. The District acknowledges and agrees that BMO's role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or counsel to other clients of BMO will not per se be construed as a conflict or be objectionable to the District.

Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve the District's interests in this engagement effectively, efficiently and responsively while endeavoring to accomplish its objectives in this engagement.

IN WITNESS WHEREOF, the District and BMO have executed this Agreement as of the 24th day of September, 2020.

**PALMA SOLA TRACE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: Peter Gelman

Its: Chair, Board of Supervisors

BRYANT MILLER OLIVE P.A.



By: _____

Name: Misty W. Taylor, Shareholder

Tab 4



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

September 24, 2020

Board of Supervisors
Palma Sola Trace Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Palma Sola Trace Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements for the District. The Underwriter intends to serve as the Underwriter, not as municipal advisor in connection with the issuance of the Bonds.

1. Scope of Services: The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

Member: FINRA/SIPC



MBS CAPITAL MARKETS, LLC

Page | 2

2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of 1.5% of the par amount of Bonds issued or \$50,000.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

Page | 3

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

Sincerely,
MBS Capital Markets, LLC

Brett Sealy
Managing Partner

Approved and Accepted By:

Title:

Date:



MBS CAPITAL MARKETS, LLC

Page | 4

EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the



MBS CAPITAL MARKETS, LLC

Page | 5

delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.