

# Palma Sola Trace Community Development District Board of Supervisors' Regular Meeting February 23, 2023

<u>District Office · Riverview, Florida · (813) 533-2950</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

Professionals in Community Management

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

Board of Supervisors	Eva Walker Mike Coury Dan Crumpler Mary Gray William Diamond	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Lauren Gentry	KE Law Group, PLLC
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.

February 16, 2023

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

### REVISED FINAL 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, February 23, 2023, at 1:30 p.m.** at the Palma Sola Trace Clubhouse, located at 7408 Hamilton Road, Bradenton, Florida 34209. The following is the final agenda for this meeting:

1.	CALL TO ORDER
2.	AUDIENCE COMMENTS
3.	BUSINESS ITEMS
	A. Consideration of Resolution 2023-04, Designating
	Assistant SecretaryTab 1
	B. Consideration of Natural Areas Policy
	(Under Separate Cover)
	C. Discussion of a No Trespass Policy
	<b>D.</b> Consideration of Brightview ProposalsTab 2
4. BU	ISINESS ADMINISTRATION
	A. Consideration of Minutes of the Board of Supervisors'
	Regular Meeting held on December 15, 2022Tab 3
	B. Consideration of Operations & Maintenance Expenditures
	<mark>for November 2022 – January 2023</mark> Tab 4
5. S	TAFF REPORTS
	A. District Counsel
	B. District Engineer
	1. South Perimeter Wall Repair UpdateTab 5
	C. District Manager
	1. Review of Monthly FinancialsTab 6
	2. District Manager Report
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,

Matthew Huber

Matthew Huber Regional District Manager

# Tab 1

#### **RESOLUTION 2023-04**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT APPOINTING an ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Palma Sola Trace Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the Board (hereinafter the "Board") of Supervisors of the District desires to appoint an Assistant Secretary.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT:

<u>Section 1</u>. Matthew Huber is appointed Assistant Secretary.

<u>Section 2</u>. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

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

#### PASSED AND ADOPTED THIS 23rd DAY OF February 2023.

#### PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

#### CHAIRMAN / VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

# Tab 2



## Proposal for Extra Work at Palma Sola Trace CDD

Property Name Property Address	Palma Sola Trace CDD 7335 Skybird Road Bradenton, FL 34209	Contact To Billing Address	Jerry Whited Palma Sola Trace CDD c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Palma Sola Trace CDD south wall		
Project Description	Clear area behind South wall		

#### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Clear area (approx 8.5') from south wall on south side to allow for access. All debris to be removed from site. To be billed at \$50 per man hour and dump fees.
1.00	LUMP SUM	Remove 2 large Mirror leaf Viburnum along North/East side of wall by flush cut (root balls will be removed only if possible by manual labor without use of heavy machinery).
1.00	EACH	NOTE: NOT TO EXCEED \$5,000.00. Labor will stop should man hours exceed given budget. Invoice will also only reflect man hours worked and dump fees should they come in under \$5000.00.
1.00	EACH	NOTE: BRIGHTVIEW NOT RESPONSIBLE FOR EXISTING DEBRIS LEFT IN RETENTION AREA PRIOR TO THIS WORK.

For internal use only

 SO#
 8023372

 JOB#
 341800291

 Service Line
 130

**Total Price** 

\$5,000.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President 8708 Cortez Rd W, Bradenton, FL 34210 ph. (941) 383-0817 fax (941) 387-7066

#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions r e l a t e d thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- 12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for a the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hid d e n defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

 Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- 16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	CDD district manager
Jerry Whited	Date	January 24, 2023

#### BrightView Landscape Services, Inc. "Contractor"

		Enhancement Manager
Signature	Title	
Thomas James Snyder		January 24, 2023
Printed Name	Date	

#### Job #: 341800291

SO #:	8023372	Proposed Price: \$5,000.00

# Tab 2A



## Proposal for Extra Work at Palma Sola Trace CDD

Property Name Property Address	Palma Sola Trace CDD 7335 Skybird Road Bradenton, FL 34209	Contact To Billing Address	Matt Huber Palma Sola Trace CDD c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Palma Sola Trace wall clearing/clean up		
Project Description	Remove debris and impeding growth on south wall.		

#### **Scope of Work**

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Remove and clear debris on South end of South wall approx 3'-4' to allow for removal. All impeding limbs, trunks growth to be cut back.
1.00	LUMP SUM	Trim all Mirror Leaf Viburnum away from North end of South well and remove debris on ground from Areca palm as well.
1.00	LUMP SUM	NOTE: Crew is to only remove debris from closest line of Areca on West side of property where villas begin.
5.00	DAY	THIS WORK WILL BE CHARGED AT \$3,000.00 PER DAY AS A FLAT RATE. THIS INCLUDES ALL LABOR AND DUMP FEES.
1.00	EACH	NOTE: FINAL PRICE WILL REFLECT ONLY DAYS WORKED. THIS PROPOSAL IS AN ESTIMATE ONLY. SHOULD MORE DAYS BE NEEDED TO COMPLETE PROPOSED WORK IT WILL BE DONE WITH FURTHER APPROVAL FROM COMMUNITY.

For internal use only

 SO#
 8039012

 JOB#
 341800291

 Service Line
 130

Total Price

\$15,000.00

THIS IS NOT AN INVOICE

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#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
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- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
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- 13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for a the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hid d e n defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	Dist manager
Matt Huber Printed Name	Date	February 13, 2023

#### BrightView Landscape Services, Inc. "Contractor"

		Enhancement Manager
Signature	Title	
Thomas James Snyde	r	February 13, 2023

#### Job #: 341800291

SO #:	8039012	Proposed Price: \$15,000.00

# Tab 3

1		MINUTES OF MEETING			
2		to encode any decision mode by the Decid with received to			
3 4	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				
5	a verbatim record of the proceed	lings is made, including the testimony and evidence upon			
6	which such appeal is to be based	<i>d.</i>			
7 8		PALMA SOLA TRACE			
9	COMMU	NITY DEVELOPMENT DISTRICT			
10 11	The regular mosting of	the Reard of Supervisors of the Dalma Sola Trace			
12		the Board of Supervisors of the Palma Sola Trace was held on <b>Thursday</b> , <b>December 15</b> , <b>2022</b> , <b>at 1:31 p.m</b> .			
13	· · ·	se located at 7408 Hamilton Road, Bradenton, FL 34209.			
14 15	Drecent and constituting a				
15 16	Present and constituting a	quorum.			
17	Eva Walker	Board Supervisor; Vice-Chair			
18	Dan Crumpler	Board Supervisor; Asst. Secretary			
19 20	Mike Coury William Diamond	Board Supervisor; Asst. Secretary Board Supervisor; Asst. Secretary			
20	William Diamond	Board Supervisor, Asst. Secretary			
22	Also present were:				
23					
24 25	Jerry Whited Lauren Gentry	District Manager; Rizzetta & Company, Inc. District Counsel; KE Law			
26	Grace Kobitter	District Counsel; KE Law			
27	David Kaiser	HOA President			
28	Rick Schappacher	District Engineer, Schappacher Engineering			
29	Mike Kaighin	Representative, Admiral Environmental			
30 31	John MacNeill	Representative, Admiral Environmental			
32	Audience				
33					
34 25	FIRST ORDER OF BUSINESS	Call to Order			
35 36	Mr. Whited called the mee	ting to order and conducted roll call, confirming a quorum			
37	was present.				
38					
39 40	SECOND ORDER OF BUSINES	S Audience Comments			
40 41	There were audience com	ments pertaining to the streetlights and concerns were			
42	brought up by Mr. Crumple	er. Mr. Crumpler indicated that the South Emergency			
43		is deteriorating and suggested that the Condo			
44		ciation, and CDD work together to choose an electrician			
45 46	plants be removed behind	n. Another audience member requested the invasive her home.			
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49 THIRD ORDER OF BUSINESS

# Consideration of Resolution 2023-02, Declaring Vacancy

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Mr. Whited presented and reviewed Resolution 2023-02, Declaring Vacancy.

On a motion by Ms. Walker, seconded by Mr. Crumpler, the Board adopted Resolution 2023-02, Declaring Vacancy for seat #3, for the Palma Sola Trace Community Development District.

### 55 FOURTH ORDER OF BUSINESS

## Consideration of Appointment to Vacant Seat

The Board discussed the appointment of the vacant seat. Mr. Whited requested that Ms. Gray give a brief introduction and overview of her experience. The Board voted to appoint Ms. Gray to seat #3. Ms. Gray chose no compensation for meeting attendance.

On a motion by Ms. Walker, seconded by Mr. Crumpler, the Board appointed Ms. Mary Gray to seat #3, for the Palma Sola Trace Community Development District.

### 65 **FIFTH ORDER OF BUSINESS**

Administration of Oath of Office

Mr. Whited, a Notary Public in the State of Florida, administered the Oath of Office to the
 newly elected supervisors in attendance. Ms. Eva Walker, Mr. Dan Crumpler, and Ms. Mary
 Gray swore and affirmed the Oath as read into the record.

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### Review of Sunshine Law, Public Records, and Ethics

Ms. Gentry reviewed the Sunshine Laws, the Code of Ethics, Public Records, as well asCDD Supervisors' involvement in social media.

77 SIXTH ORDER OF BUSINESS

# Consideration of Resolution 2023-03, Electing Officers

80 Mr. Whited presented and reviewed Resolution 2023-03, Designating Officers of the District

On a Motion by Mr. Crumpler, seconded by Mr. Diamond, with all in favor, the Board of Supervisors adopted Resolution 2023-03, Designating Officers, appointed Ms. Eva Walker as Chairman, Mr. Mike Coury as Vice Chairman, Mr. Dan Crumpler, Mr. William Diamond, Mr. Jerry Whited, and Ms. Mary Gray as Assistant Secretaries, for the Palma Sola Trace Community Development District.

### SEVENTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on October 27, 2022

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93 Mr. Whited presented the Minutes of the Board of Supervisors' Regular Meeting held on 94 95 October 27, 2022. He asked if there were any changes needed. There was a revision to line 130. Mr. Coury's name was spelled incorrectly. 96 97 On a motion from Ms. Walker, seconded by Mr. Coury, the Board of approved the minutes 98 of the Board of Supervisors' Regular Meeting held on October 27, 2022, as amended, for 99 the Palma Sola Trace Community Development District. 100 101 102 EIGHTH ORDER OF BUSINESS **Consideration of Operations** & Maintenance Expenditures 103 for September & October 2022 104 105 106 On a motion from Mr. Crumpler, seconded by Ms. Walker, the Board of approved the 107 Operations and Maintenance Expenditures for September 2022 (\$48,485.28) and October 2022 (\$76,984.37), for the Palma Sola Trace Community Development District. 108 109 NINTH ORDER OF BUSINESS **Staff Reports** 110 111 112 A. District Counsel 113 Ms. Gentry advised she did not have a report. 114 115 116 **B.** District Engineer 117 118 An update was given regarding the perimeter wall and the pedestrian bridge. Ms. 119 Walker suggested the residents be informed when the bridge would be closed for maintenance, by sending an email blast. Also, fencing was discussed, and the Board 120 decided to go with temporary fencing until they can receive three bids. 121 122 C. District Manager 123 124 Mr. Whited indicated that the next regular meeting is scheduled for 125 Thursday, February 23, 2023, at 1:30 p.m. 126 127 128 1. **Review of Monthly Financials** 129 130 Mr. Whited presented the Financial Statement to the Board for review. 131 TENTH ORDER OF BUSINESS 132 Supervisor Requests 133 Ms. Walker mentioned that the website needs to be updated. 134 135 ELEVENTH ORDER OF BUSINESS Adjournment 136 137

On a motion by Mr. Crumpler, seconded by Mr. Coury, with all in favor, the Board adjourned the meeting at 2:53 p.m. for the Palma Sola Trace Community Development District.

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141 Assistant Secretary

Chair / Vice Chair

# Tab 4

## PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

### District Office - Citrus Park, Florida - (813)-933-5571 Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 palmasolatracecdd.org

### Operation and Maintenance Expenditures November 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$14,091.48

Approval of Expenditures:

\_\_\_\_\_ Chairperson

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

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

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

Vendor Name	Check Numbe	r Invoice Number	Invoice Description	Invo	ice Amount
Admiral Environmental	100041	1672	Monthly Aquatic Management 11/22	\$	850.00
BrightView Landscape Services, Inc.	100042	8132990	Landscape Maintenance 11/22	\$	748.00
Florida Department of Economic Opportunity	100035	86798	Special District Fee FY22-23	\$	175.00
Florida Power & Light Company	100040	FPL Summary Palma Sola 10/22	FPL Summary Palma Sola 10/22	\$	340.42
KE Law Group, LLC	100043	4853	General Counsel 10/22	\$	1,134.00
McClatchy Company, LLC	100039	153266	Legal Ad 10/22	\$	83.07
Rizzetta & Company, Inc.	100037	INV0000071909	Assessment Roll FY 22-23	\$	5,304.00
Rizzetta & Company, Inc.	100036	INV0000072597	District Management Fees 11/22	\$	4,387.33
Schappacher Engineering, LLC	100044	2270	Engineering Services 10/22	\$	600.00
Securt Holdings, LLC	100038	34761	Service Call 09/22	\$	287.79
Securt Holdings, LLC	100045	34865	Service Call 10/22	\$	181.87

# Tab 4A

## PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

### District Office - Citrus Park, Florida - (813)-933-5571 Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 palmasolatracecdd.org

### Operation and Maintenance Expenditures December 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$12,212.17

Approval of Expenditures:

\_\_\_\_\_ Chairperson

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

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

Paid Operation & Maintenance Expenditures

### December 1, 2022 Through December 31, 2022

Vendor Name	Check Numbe	er Invoice Number	Invoice Description	Invo	ice Amount
Bellmore Electric, Inc.	100048	8163	Street Light Repairs 11/22	\$	210.00
Bellmore Electric, Inc.	100048	8164	Street Light Repairs 11/22	\$	210.00
Bellmore Electric, Inc.	100048	8165	Street Light Repairs 11/22	\$	175.00
Bellmore Electric, Inc.	100048	8166	Street Light Repairs 11/22	\$	290.00
Construction Management Services, LLC	100047	18	50% Deposit of Invoice #18	\$	5,675.00
Florida Power & Light Company	100049	FPL Summary Palma Sola 11/22	FPL Summary Palma Sola 11/22	\$	327.34
KE Law Group, LLC	100050	5070	General Counsel 11/22	\$	250.00
KE Law Group, LLC	100050	5071	HOA Wall Matter 11/22	\$	50.00
Rizzetta & Company, Inc.	100046	INV0000073243	District Management Fees 12/22	\$	4,387.33
Schappacher Engineering, LLC	100051	2288	Engineering Services 11/22	\$	637.50

#### **Report Total**

\$ 12,212.17

# Tab 4B

## PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

### District Office - Citrus Park, Florida - (813)-933-5571 Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 palmasolatracecdd.org

### Operation and Maintenance Expenditures January 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$20,924.46

Approval of Expenditures:

\_\_\_\_\_ Chairperson

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

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

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Numbe	er Invoice Number	Invoice Description	Invo	ice Amount
Admiral Environmental	100064	1673	Recurring - Wetland/Preserve/Natural	\$	2,600.00
Admiral Environmental	100053	1779	Area 01/23 Monthly Aquatic Management 12/22	\$	850.00
Admiral Environmental	100072	1864	Monthly Aquatic Management 01/23	\$	850.00
Bellmore Electric, Inc.	100070	8167	Street Light Repairs 11/22	\$	325.00
Bellmore Electric, Inc.	100070	8179	Street Light Repairs 12/22	\$	150.00
Bellmore Electric, Inc.	100070	8180	Street Light Repairs 12/22	\$	225.00
Bellmore Electric, Inc.	100070	8181	Street Light Repairs 12/22	\$	1,125.00
Bellmore Electric, Inc.	100070	8182	Street Light Repairs 12/22	\$	475.00
Bellmore Electric, Inc.	100070	8183	Street Light Repairs 12/22	\$	190.00
Bellmore Electric, Inc.	100070	8184	Street Light Repairs 12/22	\$	610.00
Bellmore Electric, Inc.	100070	8185	Street Light Repairs 12/22	\$	575.00
BrightView Landscape Services, Inc.	100054	8177065	Landscape Maintenance 12/22	\$	748.00
BrightView Landscape Services, Inc.	100066	8217911	Landscape Maintenance 01/23	\$	748.00

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Numbe	er Invoice Number	Invoice Description	Invo	ice Amount
Crosscreek Environmental, Inc.	100067	12678	Restoration Maintenance 01/23	\$	4,620.00
Daniel Crumpler	100055	DC121522	Board of Supervisors Meeting 12/15/22	\$	200.00
Daniel Crumpler	100059	DC102722	Board of Supervisors Meeting 10/27/22	\$	200.00
Eva Walker	100056	EW121522	Board of Supervisors Meeting 12/15/22	\$	200.00
Eva Walker	100060	EW102722	Board of Supervisors Meeting 10/27/22	\$	200.00
Florida Power & Light Company	100071	FPL Summary	FPL Summary Palma Sola 12/22	\$	336.75
Innersync Studio, Ltd	100068	Palma Sola 12/22 21016	Website Hosting Quarterly 01/23	\$	384.38
KE Law Group, LLC	100073	5369	General Counsel 12/22	\$	850.00
Michael Joseph Coury	100057	MC121522	Board of Supervisors Meeting 12/15/22	\$	200.00
Michael Joseph Coury	100061	MC102722	Board of Supervisors Meeting 10/27/22	\$	200.00
Peter Gelman	100062	PG102722	Board of Supervisors Meeting 10/27/22	\$	200.00
Rizzetta & Company, Inc.	100052	INV0000074681	District Management Fees 01/23	\$	4,387.33
Rizzetta & Company, Inc.	100065	INV0000074882	Annual Dissemination Services 01/23	\$	1,000.00

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Number Invoice Number		Invoice Description		Invoice Amount	
Schappacher Engineering, LLC	100069	2313	Engineering Services 01/23	\$	675.00	
William M Diamond	100058	WD121522	Board of Supervisors Meeting 12/15/22	\$	200.00	
William M Diamond	100063	WD102722	Board of Supervisors Meeting 10/27/22	\$	200.00	

**Report Total** 

\$ 20,924.46

# Tab 5





South side of South Perimeter Wall near west end



Stump along south wall near west end



South side of South Perimeter Wall near west end - access for wall repairs



Post replacements for South Perimeter Wall near east end

Palma Sola Trace CDD – South Perimeter Wall Repairs – 1.24.23 & 1.26.23 – Page 1 3604 53<sup>rd</sup> Ave. East - Bradenton, Florida 34203; Phone: (941) 251-7613



SCHAPPACHER ENGINEERING, LLC



Post replacements for South Perimeter Wall near east end



Minor lawn damage on Condo property from Ligustrum removal



Minor lawn damage from Ligustrum removal and post replacements



South side of South Perimeter Wall near west end

Palma Sola Trace CDD - South Perimeter Wall Repairs - 1.24.23 & 1.26.23 - Page 2 3604 53rd Ave. East - Bradenton, Florida 34203; Phone: (941) 251-7613



Vines growing on South Perimeter Wall



Vines growing on South Perimeter Wall



SCHAPPACHER ENGINEERING, LLC



Tree limbs on South Perimeter Wall



Vines growing on South Perimeter Wall

Palma Sola Trace CDD – South Perimeter Wall Repairs – 1.24.23 3604 53<sup>rd</sup> Ave. East - Bradenton, Florida 34203; Phone: (941) 251-7613

# Tab 6



# Financial Statements (Unaudited)

January 31, 2023

Prepared by: Rizzetta & Company, Inc.

palmasolatracecdd.org rizzetta.com

Professionals in Community Management

#### Balance Sheet As of 01/31/2023

(In Whole Numbers)

General Fund	Reserve Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
157,432	12,265	247,550	417,247	0	0
36,622	110,616	253,341	400,580	0	0
13,203	0	21,937	35,140	0	0
381	0	0	381	0	0
0	0	0	0	3,341,827	0
0	0	0	0	0	522,828
0	0	0	0	0	2,152,172
207,638	122,881	522,828	853,348	3,341,827	2,675,000
34,789	0	0	34,789	0	0
2,411	0	0	2,411	0	0
0	0	0	0	0	2,675,000
37,200	0	0	37,200	0	2,675,000
129,255	110,155	303,846	543,257	0	0
0	0	0	0	3,341,827	0
41,183	12,726	218,982	272,891	0	0
170,438	122,881	522,828	816,148	3,341,827	0
207,638	122,881	522,828	853,348	3,341,827	2,675,000
	$\begin{array}{r} 157,432\\ 36,622\\ 13,203\\ 381\\ 0\\ 0\\ 0\\ \hline \\ 0\\ \hline \\ 207,638\\ \hline \\ 34,789\\ 2,411\\ 0\\ \hline \\ 37,200\\ \hline \\ 129,255\\ 0\\ \hline \\ 41,183\\ \hline \\ 170,438\\ \hline \end{array}$	General Fund         Reserve Fund $157,432$ $12,265$ $36,622$ $110,616$ $13,203$ 0 $381$ 0 $0$ 0 $0$ 0 $0$ 0 $0$ 0 $0$ 0 $0$ 0 $0$ 0 $0$ 0 $207,638$ $122,881$ $34,789$ 0 $2,411$ 0 $0$ 0 $37,200$ 0 $129,255$ $110,155$ $0$ 0 $41,183$ $122,881$	General FundReserve FundDebt Service Fund $157,432$ $12,265$ $247,550$ $36,622$ $110,616$ $253,341$ $13,203$ 0 $21,937$ $381$ 00000000000000000000000000000207,638 $122,881$ $522,828$ 34,78900000000129,255 $110,155$ $303,846$ 00041,183 $12,726$ $218,982$ 170,438 $122,881$ $522,828$	General Fund         Reserve Fund         Debt Service Fund         Total Gymnt Fund $157,432$ $12,265$ $247,550$ $417,247$ $36,622$ $110,616$ $253,341$ $400,580$ $13,203$ 0 $21,937$ $35,140$ $381$ 0         0 $381$ 0         0         0 $0$ 0         0         0 $0$ 0         0         0 $0$ 0         0         0 $0$ 207,638 $122,881$ $522,828$ $853,348$ 34,789         0 $0$ $34,789$ 2,411         0 $0$ $2,411$ 0 $0$ $0$ $0$ 37,200 $0$ $0$ $33,846$ $129,255$ $110,155$ $303,846$ $543,257$ $0$ $0$ $0$ $0$ $41,183$ $12,726$ $218,982$ $272,891$ $170,438$ $122,881$ $522,828$ $816,148$ <	$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$

390 General Fund P	alma Sola Trace Community D Statement of Revenues and	Expenditures		
	As of 01/31/202			
	(In Whole Number	·		
	Year Ending	Through	Year To D	
	09/30/2023	01/31/2023	01/31/202	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	137	(137)
Special Assessments				
Tax Roll	149,074	149,074	149,927	(853)
Total Revenues	149,074	149,074	150,064	(990)
Expenditures				
Legislative				
Supervisor Fees	7,000	2,333	1,800	534
Total Legislative	7,000	2,333	1,800	534
-	,	,	,	
Financial & Administrative	5 700	1.010	1 0 1 0	0
Administrative Services	5,728	1,910	1,910	0
District Management	21,322	7,107	7,107	0
District Engineer	6,500	2,167	3,938	(1,771)
Disclosure Report	1,000	1,000	1,000	0
Trustees Fees	2,200	1,600	1,580	19
Assessment Roll	5,304	5,304	5,304	0
Financial & Revenue Collections	5,304	1,768	1,768	0
Accounting Services	19,094	6,364	6,365	0
Auditing Services	3,400	0	0	0
Public Officials Liability Insurance	3,391	3,391	3,038	353
Legal Advertising	500	167	83	84
Dues, Licenses & Fees	175	175	175	0
Website Hosting, Maintenance, Back Email	aup & 3,000	1,000	1,168	(169)
Total Financial & Administrative	76,918	31,953	33,436	(1,484)
Legal Counsel				
District Counsel	10,000	3,333	2,234	1,100
Total Legal Counsel	10,000	3,333	2,234	1,100
Electric Utility Services				
Utility Services	2,000	667	832	(165)
Utility - Street Lights	2,000	667	559	108
Total Electric Utility Services	4,000	1,334	1,391	(57)
Stormwater Control				
Aquatic Maintenance	8,700	2,900	5,150	(2,250)
Lake/Pond Bank Maintenance & Rep	pair 1,500	500	0	500
Fountain Service Repair & Maintena	ance 250	83	0	83

Statement of Revenues and Expenditures

	As of 01/31/202			
	(In Whole Numbe Year Ending 09/30/2023	rs) Through 01/31/2023	Year To D 01/31/202	
-	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Aquatic Plant Replacement	1,000	333	0	333
Total Stormwater Control	11,450	3,816	5,150	(1,334)
Other Physical Environment				
Property Insurance	5,225	5,225	4,790	435
General Liability Insurance	3,730	3,730	3,341	389
Landscape Maintenance	10,920	3,640	15,366	(11,726)
Perimeter Wall Repair	7,500	2,500	10,925	(8,425)
Total Other Physical Environment	27,375	15,095	34,422	(19,327)
Road & Street Facilities				
Guard & Gate Facility Maintenance & Re- pair	6,000	2,000	470	1,530
Street Light/Decorative Light Maintenance	5,000	1,667	10,458	(8,791)
Total Road & Street Facilities	11,000	3,667	10,928	(7,261)
Contingency				
Miscellaneous Contingency	1,331	444	19,520	(19,077)
Total Contingency	1,331	444	19,520	(19,077)
Total Expenditures	149,074	61,975	108,881	(46,906)
Total Excess of Revenues Over(Under) Expen- ditures	0	87,099	41,183	45,916
Fund Balance, Beginning of Period	0	0	129,255	(129,255)
Total Fund Balance, End of Period	0	87,099	170,438	(83,339)

390 Reserve Fund Palma Sola Trace Community Development District Statement of Revenues and Expenditures As of 01/31/2023 (In Whole Numbers)						
	Year Ending	Through	Year To D	late		
	09/30/2023	01/31/2023	01/31/202			
	Annual Budget	YTD Budget	YTD Actual	YTD Variance		
Revenues						
Interest Earnings						
Interest Earnings	0	0	461	(461)		
Special Assessments						
Tax Roll	12,265	12,265	12,265	0		
Total Revenues	12,265	12,265	12,726	(461)		
Expenditures						
Contingency						
Capital Reserve	12,265	12,265	0	12,265		
Total Contingency	12,265	12,265	0	12,265		
Total Expenditures	12,265	12,265	0	12,265		
Total Excess of Revenues Over(Under) Expen-	0	0	12,726	(12,726)		
ditures						
Fund Balance, Beginning of Period	0	0	110,155	(110,155)		
Total Fund Balance, End of Period	0	0	122,881	(122,881)		

Statement of Revenues and Expenditures

#### As of 01/31/2023

	(In Whole Numbe	ers)		
	Year Ending 09/30/2023	Through 01/31/2023	Year To D 01/31/202	
-	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	2,948	(2,948)
Special Assessments				
Tax Roll	268,067	268,067	269,487	(1,420)
Total Revenues	268,067	268,067	272,435	(4,368)
Expenditures				
Debt Service				
Interest	108,067	108,067	53,453	54,614
Principal	160,000	160,000	0	160,000
Total Debt Service	268,067	268,067	53,453	214,614
Total Expenditures	268,067	268,067	53,453	214,614
Total Excess of Revenues Over(Under) Expen- ditures	0	0	218,982	(218,982)
Fund Balance, Beginning of Period	0	0	303,846	(303,846)
Total Fund Balance, End of Period	0	0	522,828	(522,828)

#### Palma Sola Trace CDD Investment Summary January 31, 2023

Account	Investment	Balance January 3	
The Bank of Tampa The Bank of Tampa ICS Program:	Money Market Account	\$	3,304
Pinnacle Bank	Money Market Account		33,318
	<b>Total General Fund Investments</b>	\$	36,622
The Bank of Tampa ICS Capital Reserve			
Pinnacle Bank	Money Market Account	\$	110,616
	<b>Total Reserve Fund Investments</b>	\$	110,616
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$	99,378
US Bank Series 2013 Reserve A-1	First American Treasury Obligation Fund Class Z		133,631
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		1,957
	<b>Total Debt Service Fund Investments</b>	\$	253,341

### Palma Sola Trace Community Development District Summary A/R Ledger From 1/1/2023 to 1/31/2023

	Fund ID	Fund Name	Customer name	Document num- ber	Date created	Balance Due	AR Account
390, 2463	390-001	390 General Fund	Manatee County Tax Collector	AR00000178	10/01/2022	13,202.75	5 12110
Sum for 390, 2463 390, 2465						13,202.75	5
000, 2400	390-200	390 Debt Service Fund S2013	Manatee County Tax Collector	AR00000178	10/01/2022	21,936.82	2 12110
Sum for 390, 2465 Sum for 390 Sum Total						21,936.82 35,139.57 <b>35,139.57</b>	

### Palma Sola Trace Community Development District Summary A/P Ledger From 1/1/2023 to 1/31/2023

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
390, 2463						
,	390 General Fund	01/27/2023	A N J Excavation, LLC	7	Grate Replacement 01/23	1,950.00
	390 General Fund	01/30/2023	Bellmore Electric, Inc.	8204	Street Light Repairs 01/23	650.00
	390 General Fund	01/30/2023	Bellmore Electric, Inc.	8205	Street Light Repairs 01/23	3,982.00
	390 General Fund	01/26/2023	BrightView Landscape Services, Inc.	8269675	Tree Care 01/23	900.00
	390 General Fund	01/19/2023	BrightView Landscape Services, Inc.	8250596	Irrigation Repairs 01/23	2,507.40
	390 General Fund	01/30/2023	BrightView Landscape Services, Inc.	8274002	Debris Removal 01/23	2,650.00
	390 General Fund	01/26/2023	BrightView Landscape Services, Inc.	8269694	Tree Care- Hurrican Clean Up 01/23	1,600.00
	390 General Fund	01/26/2023	BrightView Landscape Services, Inc.	8269696	Tree Care 01/23	4,000.00
	390 General Fund	01/31/2023	,	013123 Coastal	Perimeter Wall Repair 01/23	10,875.00
	390 General Fund	01/30/2023	Construction Manage- ment Services, LLC	21	Carpentry Work - Bal- ance Due	5,675.00
Sum for 390, Sum fo			, -			34,789.40 34,789.40

Sum Total

34,789.40 **34,789.40** 

#### Palma Sola Trace Community Development District Notes to Unaudited Financial Statements January 31, 2023

#### **Balance Sheet**

- 1. Trust statement activity has been recorded through 1/31/23.
- 2. See EMMA (Electronic Municipal Market Access) at <u>https://emma.msrb.org</u> for Municipal Disclosures and Market Data.
- 3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

#### Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY22-23 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.