



Rizzetta & Company

Palma Sola Trace Community Development District Board of Supervisors' Regular Meeting April 27, 2023

District Office · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

**Palma Sola Trace
Community Development District**

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

Board of Supervisors	Eva Walker	Chairman
	Mike Coury	Vice Chairman
	Dan Crumpler	Assistant Secretary
	Mary Gray	Assistant Secretary
	William Diamond	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.

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT
District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

April 27, 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, April 27, 2023, at 1:30 p.m.** at the Palma Sola Trace Clubhouse, located at 7408 Hamilton Road, Bradenton, Florida 34209. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Brightview Landscape ProposalTab 1
 - B. Review of Fiscal Year 2023/2024 Proposed Budget.....Tab 2
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on February 23, 2023Tab 3**
 - B. Consideration of Operations & Maintenance Expenditures for January 2023.....USC
 - C. Consideration of Operations & Maintenance Expenditures for February and March 2023Tab 4
- 5. STAFF REPORTS**
 - A. Aquatic Services
 1. Presentation of Waterway Inspection Report.....Tab 5
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
 1. Review of Monthly Financials.....Tab 6
- 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
District Manager

Tab 1



Presented to: Palma Sola Trace CDD

Presenter: Jim Jordan

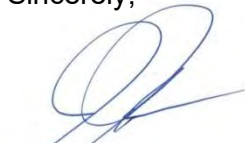
Date: 10/05/2022

We appreciate the opportunity to continue servicing your landscape maintenance needs. BrightView Landscape Services, Inc. is committed to continuing the specific landscape needs of your property as outlined in the enclosed *Landscape Management Agreement*.

The prices stated under this Agreement are binding unless Palma Sola Trace CDD here forward referred to as *Owner/Customer* fails to accept this agreement within 30 days from the date on which it was submitted by, BrightView Landscape Services, Inc. here forward referred to as *Contractor* or unless the scope of services changes.

It is a pleasure to be working with you. Please do not hesitate to contact me if you have any questions.

Sincerely,



Jim Jordan
Sr. Branch Manager

Competitive Pricing That Fits Your Budget

We are committed to fulfilling the specific landscape needs of Palma Sola Trace CDD while providing the service you expect at a price point that fits your budget. Brightview Landscape Services, Inc. will provide the following competitive pricing per specifications.

LANDSCAPE MANAGEMENT

Base Management Monthly Price	\$810.00
Base Management Yearly Fee	\$9,720.00

Base Management pricing includes:

- Mowing lake berms during adjacent HOA service. (approx. 40 times per year)
- String Trimming along water's edge of ponds and lakes (approx. 10 times per year)
- Bed Edging as needed (completed during adjacent HOA service)
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning (12 times per year)
- Turf Fertilization (St. Augustine only)
- Shrub and Groundcover Fertilization
- Shrub and Ground Cover Insect Control (as needed per Florida Best Management Practices)

Irrigation Inspection Service Monthly Price	INCLUDED
Irrigation Inspection Service Yearly Fee	INCLUDED

Irrigation Inspection pricing includes:

- Monthly check and adjust all zones
- Monthly cleaning irrigation heads
- Monthly Irrigation report

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

SCOPE OF WORK:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

LAWN CARE:

Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

GROUND COVER AREA/SHRUB AREAS:

Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IRRIGATION SYSTEM:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$55.00 emergency calls will apply

TREE CARE:Pruning:

Height limitation for tree pruning covered in the specification is 15 feet. On trees over 15 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 15 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

DEBRIS CLEANUP:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

PALM PRUNING:

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

MULCHED AREA: Optional, quoted upon request

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client.

Mulch beds will be replenished with a 2 inch depth of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

ANNUAL COLOR: Optional, quoted upon request

Contract grown flowers will be installed every three months. Specified varieties, size, spacing and frequency will be recommended per climate and location of plantings. A 90 day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.

LANDSCAPE SERVICES AGREEMENT

Date: October 5, 2022

BrightView: BrightView Landscape Services, Inc.

Client: Palma Sola Trace CDD

Contract Start Date: January 1, 2023

Contract End Date: December 31, 2025

Service Fee*: \$9,720.00 1st year

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

2. Term. The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.

3. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is

no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

4. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service

Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price

Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of this Agreement, The Service Fee shall be increased by an amount equal to the increase in the Variable Costs. All cost increases shall be documented by BrightView.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may

also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement
- proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; 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 BrightView 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. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting

from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake 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

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Sharon O'Connor
Address: 8708 Cortez Road West
Bradenton, FL 34210

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: _____
Address: _____

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
 - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This Billing Information and Schedule document is incorporated into the Agreement by this reference upon execution by Client and BrightView. In the event multiple Statements of Work or Work Orders are attached to this Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Recurring Services Billing Schedule:

First Year		Second Year		Third Year	
January 1	\$ 810.00	January 1	\$ 850.50	January 1	\$ 893.00
February 1	\$ 810.00	February 1	\$ 850.50	February 1	\$ 893.00
March 1	\$ 810.00	March 1	\$ 850.50	March 1	\$ 893.00
April 1	\$ 810.00	April 1	\$ 850.50	April 1	\$ 893.00
May 1	\$ 810.00	May 1	\$ 850.50	May 1	\$ 893.00
June 1	\$ 810.00	June 1	\$ 850.50	June 1	\$ 893.00
July 1	\$ 810.00	July 1	\$ 850.50	July 1	\$ 893.00
August 1	\$ 810.00	August 1	\$ 850.50	August 1	\$ 893.00
September 1	\$ 810.00	September 1	\$ 850.50	September 1	\$ 893.00
October 1	\$ 810.00	October 1	\$ 850.50	October 1	\$ 893.00
November 1	\$ 810.00	November 1	\$ 850.50	November 1	\$ 893.00
December 1	\$ 810.00	December 1	\$ 850.50	December 1	\$ 893.00
Total Service Fee*	\$ 9,720.00	Total Service Fee*	\$ 10,206.00	Total Service Fee*	\$ 10,716.00

Tab 1A



BRANCH ROUTING SHEET TO CONTRACT ADMINISTRATION

From (full name):	Sharon O'Connor	Date: 09/09/15
Branch Office:	34180	Business Developer Name: Jerei Ellen Parks
Job #	341800291	Previous Job # (from branch split or transfer):
Job Name:	Palma Sola Trace CDD	Client Name: Palma Sola Trace CDD

DOCUMENTS ATTACHED FOR REVIEW

- ☐ Bid Documents or Sample Contract (Client will not award VCM the contract until the contract has been reviewed and approved)
When is Bid Due? _____ Do we have other jobs with this client? List job numbers: _____
- ☐ New Job - VCM contract with client additions, deletions, etc. or Client Contract
Do we have other jobs with this client? List job numbers: _____
- ☐ Renewal - Client Contract
- ☐ Other - Fill in: _____

TYPE OF REVIEW REQUESTED

- ☐ A. Approval-Required Items Only (includes any "deal breakers" plus any items that require approval from others in division)
- ☐ B. Special section review. Includes (A) above plus the following areas you want reviewed:
- ☐ C. Complete review. Includes (A) above plus all sections of contract **except** scope & operating guidelines/pricing/general contract information and any job related items (i.e., service days, access hours, permits, licenses, etc.)

BRANCH MGR APPROVALS: IF ANY OF FOLLOWING ITEMS EXIST IN CONTRACT, PLEASE INDICATE:

- | | | | |
|-----------------------|---|---------------------|---|
| 1. Certified Payroll | <input type="checkbox"/> Approved <input type="checkbox"/> Remove by Addendum | 4. OCIP | <input type="checkbox"/> Approved <input type="checkbox"/> Remove by Addendum |
| 2. Confidentiality | <input type="checkbox"/> Approved <input type="checkbox"/> Remove by Addendum | 5. Prevailing Wages | <input type="checkbox"/> Approved <input type="checkbox"/> Remove by Addendum |
| 3. Liquidated Damages | <input type="checkbox"/> Approved <input type="checkbox"/> Remove by Addendum | 6. Warranty | <input type="checkbox"/> Approved <input type="checkbox"/> Remove by Addendum |

PRIOR TO SUBMISSION, OPERATIONS/BRANCH MANAGERS MUST REVIEW:

General Contract Information including but not limited to: Name/Address/Phone/Fax for Client, Job Site & Contacts, Logs / Meetings / Notices / Reports Required, Term

General Terms including but not limited to: All Attachments, Audits, Bonds, Confidentiality/Publicity, Default Notices, Jurisdiction / Governing Law, Licenses, Lien Rights, Liquidated Damages, OCIP, Permit, Signatures, Subcontractor Requirements, Taxes Termination, Warranties

Employee Requirements including but not limited to: I-9's, Background/Driving Checks, E-verify, Drug Testing, Fingerprint, Experience Required, Training, Code of Conduct, EEO, Affirmative Action, American w/Disabilities, Child Support, Federal Funding/Davis Bacon/Prevailing Wage/Living Wage - Certified Payroll

Payment including but not limited to: Progress Payments, Retention, Scores/Grading/Penalties/Deductions/Offsets, Invoice Requirements, Method of Payment, Extra work, Lien Releases

Pricing including but not limited to: Fee Schedule, Annual Increases, Renewals & Extensions, Rate Schedules, Discounts, Rebate

Scope of Work & Operating Guidelines including but not limited to: All Drawings, Specs, General & Special Conditions, Rules & Regulations /Guidelines/Procedures, Dust Control, Disaster Clean-Up, Fair Housing Law, FHA Property Standards, Hazardous Materials, Health & Safety Requirements, Hours of Work Inspections, MSDS, Maps, Storm Water Management, Underground Utilities

FULLY EXECUTED CONTRACTS

- ☒ New Job - VCM or Client Contract - AMOUNT TO BE EXECUTED \$748.00
If addendum was written when reviewed, be sure to attach the signed addendum and/or approvals to waive addendum.
- ☐ Brickman Contract: Amount to be executed \$ _____
☐ In House Sale ☐ Commission Sale
- ☐ Renewal - VCM or Client Contract -
If addendum was written when reviewed, be sure to attach the signed addendum and/or approvals to waive addendum

VCLM JOB FILE SET-UP CHECKLIST

(For Maintenance jobs and AEWs that are not current maintenance clients)

Job Number: 341800291 **Job Name:** Palma Sola Trace CDD
Client: Palma Sola Trace CDD **Job type:** Maintenance **Date:** 09/09/15

Required in each job folder: Each item should be obtained from the Business Developer or Account Manager and filed in an empty 6-part job folder. Tick off each item as you insert it into the file. Your job files will be audited for completeness.

For Branch Files Only:

N/A Filed

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Estimate Cost Detail and Mark Up Summary Sheet |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Proposal Letter/Bid Form - original and revisions (if applicable) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Client Transmittal / Instruction Letter (if applicable) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Job Start-up Procedure Checklist |

For Branch files AND to be sent to VCLM Contracts, along with a copy of this completed checklist:

N/A Filed To Contracts

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Copy of New Job Set-up e-mail confirmation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 6a. Executed VCLM Service Proposal or AEW (original to Contracts, copy to file)
OR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6b. Original –of VCLM Service Proposal with Changes Requested (to be reviewed by Contracts)
OR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6c. Original Client Contract (to be reviewed by Contracts)
OR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6d. Client Letter of Intent – Client Contract to follow (to be reviewed by Contracts)
OR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6e. AEW over \$100,000 (VCLM Contracts to write contract) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Client Insurance Forms / Requirements (if applicable) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. Client Bond Forms / Requirements (if applicable) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. Specifications or Special Conditions (if applicable) |

For Branch files AND to be sent to Contracts if Client Contract or Letter of Intent (LOI) is used. This MUST be included.

N/A Filed To contracts

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Approved Scope of Work stamped and initialed by Account Manager and/or Business Developer and Branch Manager. Public Works jobs must also be initialed by Regional Manager. |
|--------------------------|--------------------------|--|

Remarks / Comments: (Please indicate any other special requests/requirements for VCLM Contracts)

To do at Branch: Initial and date each step when executed.

- | | |
|-------|--|
| _____ | IF Client Contract OR VCLM Service Proposal with modifications OR VCLM Service Proposal for job over \$100,000 per year, send to Contracts for review BEFORE SIGNING contract. |
| _____ | Send a copy of the original executed contract to VCLM Contracts. |
| _____ | Pro Rate and send 1 st month's bill, if start date is not beginning of month. Always verify job has started. |
| _____ | Review/Amend Recurring Contract Billing in JDE. Always verify job is on workfile gen. |

Sharon O'Connor

From: Oracle BPM <BPEL@valleycrest.com>
Sent: Thursday, September 10, 2015 11:44 AM
To: Sharon O'Connor; Adam Gauthier; Stepa Litomisky
Subject: BPEL: Job 341800291 Completed Successfully

General Information:

Environment: PD
Job Number: 341800291
Batch Number: 756968
Request Number: 18253.0
Originator User ID: SOCONNOR
Event ID: 160

Detail Information:

AB Number or Contact Number	Line Number	Seq no.	Field in error	Error Description or City, State	Address 1	Zip
15815069	1000.0	1.0	Palma Sola Trace CDD	Bradenton FL	7335 Skybird Road	34209
15814541	1000.0	2.0	Palma Sola Trace CDD	Tampa FL	3434 Colwell Ave Ste 200	33614
15814541	1000.0	3.0	Palma Sola Trace CDD	Tampa FL	3434 Colwell Ave Ste 200	33614
41196	1000.0	4.0	Contract Number			
12167959	1000.0	5.0	Rizzetta & Company	Tampa FL	3434 Colwell Ave Ste 200	33614
15814541	1000.0	6.0	Palma Sola Trace CDD	Tampa FL	3434 Colwell Ave Ste 200	33614

**PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT**

This Agreement (“**Contract**”) is made between **Palma Sola Trace Community Development District**, a Community Development District organized under the laws of the State of Florida (hereinafter referred to as “**District**” or “**Owner**”) with a business address of **3434 Colwell Ave., Suite 200, Tampa, Florida 33614**, and **ValleyCrest Landscape Maintenance, Inc., 8708 Cortez Road West, Bradenton, Florida 34210** (hereinafter referred to as “**Contractor**”)

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal with a scope of work, attached hereto as **Exhibit “A”** (hereinafter “**Proposal**”) and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as **Exhibit “A”** (hereinafter referred to as the “**Contract Work**”). Contractor shall perform in accordance with the Proposal attached hereto as **Exhibit “A”**. A map of the areas to be maintained is attached hereto as **Exhibit “B”**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality and in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's Manager, Greg Cox of Rizzetta & Company, Inc., is hereby designated as the District's representative. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next walk through. The District will be responsible for scheduling the quarterly inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.

6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of **Eight Thousand and Nine Hundred and Seventy-Six Dollars (\$8,976)** on an annual basis, or **Seven Hundred Forty Eight Dollars (\$748)** per month, as detailed in **Exhibit "A"**. Monthly installments will be paid in the amount of **\$748**. This contract is for an initial term beginning **August 1, 2015 and ending September 30, 2016** and shall annually renew on the District's fiscal year beginning October 1, unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to

the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The Contract Work to be performed under this Contract shall commence after providing District the requisite insurance referenced herein and no later than three (3) days after the Notice to Proceed is filed.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the

project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

3. **Furnishing of Labor, Materials/Liens and Claims:** Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. Further, Contractor shall comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

The Contractor does hereby agree to indemnify, defend and hold harmless the District, its officers, supervisors, staff, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney's fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification, defense, and hold harmless obligations apply to any act or omission of Contractor and/or of persons or entities employed or utilized by the Contractor in the performance of this Contract, and include but are not limited in any way as to (a) the amount or type of damages, (b) compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts; (c) any infringement of patent or copyrights held by others; or (d) any other action of any kind.

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. WORKERS' COMPENSATION: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below.
No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Staff, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract.

Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Staff, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY'S FEES

If any dispute occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to

recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, bankruptcy and/or appellate proceedings.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. The laws of the State of Florida shall govern all provisions of this Contract. Any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.
4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.
9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract shall control.
10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner: Palma Sola Trace Community Development District
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32314

To Contractor: ValleyCrest Landscape Maintenance, Inc..
24151 Ventura Blvd.
Calabasas, CA 91302

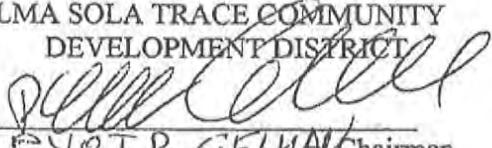
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR
VALLEYCREST LANDSCAPE MAINTENANCE, INC.

By: 
Its: Sr. Branch Mgr.
(Title of Authorized Representative)

Date: 8/27/15

OWNER
PALMA SOLA TRACE COMMUNITY
DEVELOPMENT DISTRICT

By: 
PIOTR GELMAN Chairman

Date: 8/27/2015

Exhibit A Proposal & Scope of Work
Exhibit B Map

Exhibit A
Contractor's Proposal and Scope of Work



PROPOSAL FOR LANDSCAPE MAINTENANCE PALMA SOLA CDD

May 28 2015

Presented to:
Mr, Greg Cox, Licensed Community Manager
Rizzetta Property Management

 **ValleyCrest Landscape Maintenance**


ValleyCrest
Landscape Maintenance



8708 Cortez Road West
Bradenton, FL 34210
tel: 941.383.0817
fax: 941.387.7066
www.valleycrest.com

July 15, 2015

Mr. Greg Cox, Licensed Community Manager
Palma Sola Trace CDD
Bradenton, FL 34210

Dear Mr. Cox:

Thank you for the opportunity to submit a landscape management proposal for Palma Sola Trace CDD. We know that our local experience and success with like properties, coupled with our landscape and irrigation expertise, make ValleyCrest the optimal choice as your landscape maintenance provider.

In our visit to the Palma Sola Trace community we noticed that there is a need for a strong agronomic program to include proper pruning of the plant material and hard cut backs as needed, as well as an evaluation of the irrigation system. Palma Sola Trace is a beautiful Taylor Morrison development in the prestigious Northwest Bradenton area, and should be maintained at a resort type level to draw potential residents and value to the community. Having serviced many other properties that are turning over from developer control, we are very aware of the importance of making certain that we act as your professional, one source landscape contractor and bring solutions to the table and proactively managing landscape. These solutions that will be provided by your ValleyCrest Team, will lead you to long term sustainable landscape and bring value to the Palma Sola Trace community. Our plan is provide you with landscape service that is tailored to the specific needs of the Palma Sola Community. You will find in this proposal an outline of how we plan to manage your landscape as well as information about the individuals that will be part of your ValleyCrest team. ValleyCrest will service all of your landscape needs in house. We do not sub contract any of our services to include Arbor Care. Every department of ValleyCrest operates with licensed, experienced and trained personnel in their particular trade. Our pruning crews are separate from the mow crew and consist of trained gardeners who will prune according to what is horticultural correct for the plant material. Your ValleyCrest team will be committed to showing continuous improvement in the landscape at Palma Sola Trace.

We Will Manage Your Landscape

Our plan for Palm Sola Trace: ValleyCrest understands the importance of taking a proactive approach and having a dedicated plan for the landscape in your community. Palma Sola Trace will be assigned one account manager, Matt Curtis, who will be 100% responsible and accountable for all of the landscape activities on your property acting as your single point of contact. Matt will visit the property regularly providing proactive communication with you to report ValleyCrest activities, suggest improvements to the property, and make you aware of any other landscape issues that may arise. Regularly scheduled meetings with you and/or the community liaison will be arranged based on a mutually agreed upon time and frequency. We understand how crucial it is for us to be responsive the community needs. Matt is committed to answering calls with your questions or concerns in a timely manner.

Our Commitment to Comply with YOUR RFP and Specifications

Our ValleyCrest Landscape Maintenance teams are 100% committed to following through with the specifications and expectations that have been discussed with the management team and board of directors at Palma Sola Trace. An outline of work will be created for all areas and provided to Michael Tillotson monthly. These will increase productivity and help our crews complete work promptly so disruptions are avoided. The ValleyCrest team will also provide a flexible workforce to meet labor needs by the Palma Sola community. ValleyCrest is very serious about our commitment to a true partnership with the communities that we serve. We offer a performance driven contract and take pride in the ownership of service that we provide to our clients.

ValleyCrest Resources and Financial Strength

When you partner with ValleyCrest you have our commitment that we will manage your property and complete work on time and within budget. We have the right equipment and adequate manpower to perform any landscape project. And, we have the staying power of a company that has been in business for over 65 years, and we provide this with a local, entrepreneurial manager that makes all decisions regarding Palma Sola Trace **here** in Bradenton— not at some far away headquarters.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to the success of the community. When you partner with ValleyCrest, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value. Thank you for the opportunity to submit this proposal. We appreciate your consideration.

Sincerely,

Jerei Ellen Parks

UNDERSTANDING THE SCOPE TURF MAINTENANCE PROGRAM

Every property is different with a unique set of maintenance needs. We took into consideration the requirements outlined in your expectations to create the maintenance plan below which is designed to keep your properties looking their best year-round.

Mowing Schedule

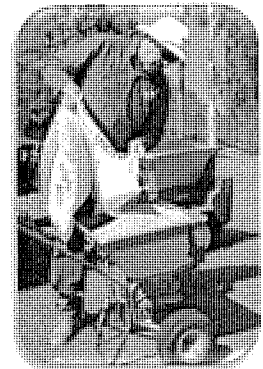


We will deploy a specific mowing crew of four (4) employees to perform all the mowing, edging, string trimming, and blowing per section. The Community will be mapped and the crew will follow that mapping progression through the Community weekly. This "mapping" will be provided to Greg Cox in advance of our initial service. We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event. This will guarantee we maintain a weekly schedule for all turf areas in the growing season and a bi-weekly schedule in the slow growing months. This schedule will be updated monthly and a copy will be provided to Greg Cox for final approval. We are committed to offering a strong attention to detail in all of the Palma Sola Trace community. We are prepared to use smaller mowers in the small areas of the community where necessary as requested in The RFP.

Integrated Pest Management (IPM) is an important part of any turf maintenance program. IPM uses an efficient, effective and environmentally conscious approach to pest management which draws on knowledge from several different sciences including entomology (study of insects), mycology (study of fungi), chemistry and horticulture. This interdisciplinary approach enables us to develop sustainable and less costly solutions to many common landscape problems.

A good IPM program will consider the economic threshold of the landscape or simply stated how much damage the landscape can sustain until the aesthetic value of the landscape is diminished. Early preventative actions are the key to a successful IPM program. Once you have determined the economic threshold of a site, the evaluation process may begin. In an IPM program, we use information on:

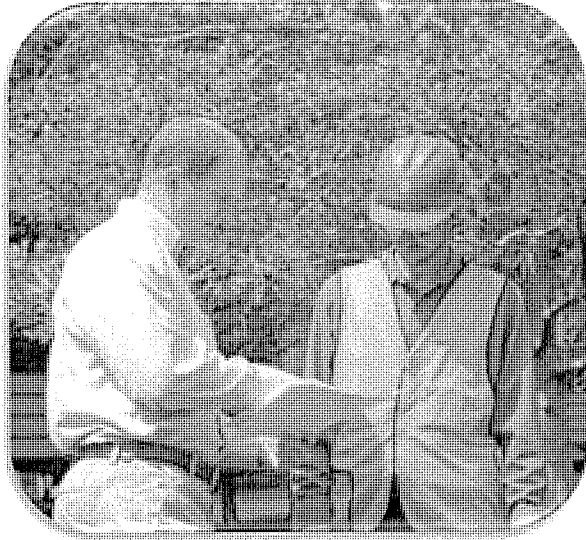
- ☐ Pest identification
- ☐ Pest lifecycles
- ☐ Available pest control methods
- ☐ Control methods that cause the least damage to the environment



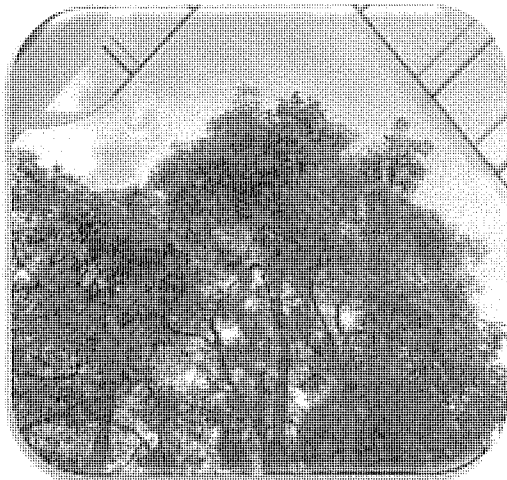
TREE AND PALM MAINTENANCE PROGRAM

You can count on us to preserve your trees, enhance their appearance, increase their production, improve safety and reduce liability. Our ISA Certified Arborists offer a comprehensive set of services and will be available to you for everything you may need to keep your trees healthy and beautiful. Tree Care services include:

- Tree pruning
- Soil and tissue analysis
- Annual and 3-5-year budget planning
- Cabling and bracing
- Emergency storm clearance
- Tree removal and stump grinding
- Inventory and management plans
- Insect and disease control
- Nutrient management
- Fertilization
- Transplant and relocation
- Nuisance fruit production control
- Hazard evaluation and management



Tree care consultation



Tree trimmed for proper building clearance



Crew pruning a tree

The pruning of trees and palms assures the natural character which reduces potential hazards and insures stability in your urban tree canopy.

Goals

- **Winter-** Maintenance Pruning of Crape Myrtles (February-March), Hardwood elevation and deadwood removal if necessary
- **Spring-** (April-May) Pruning of all Palms to remove brown fronds and seed stalks.
- **Summer-** Maintenance Pruning of Hardwoods to remove excess foliage, building, security, vehicle and pedestrian clearance issues.
- **Fall-**(September-October) Pruning of all Palms to remove brown fronds and seed stalks (Optional if needed)



Integrated Pest Management (IPM) is an efficient, effective and environmentally conscious approach to pest management. Early preventative actions are the key to a successful IPM program. In an IPM program, we use information on:

- ☐ Pest identification
- ☐ Pest lifecycles
- ☐ Available pest control methods
- ☐ Control methods that cause the least damage to the environment

Pruning Schedule – Hardwood trees can be pruned at various times of the year but we recommend a winter and summer management program to ensure guest safety. We have several ISA Certified Arborists on staff to help manage your trees. They will conduct routine quarterly inspections of both the palm and hardwood canopies. They will also provide a complete Community map and Identification of all trees and palms within the Palma Sola Trace Community.

ANNUALS INSTALLATION AND MAINTENANCE PROGRAM

On a per-square-foot basis, color plantings are usually the most intensively managed element of a landscape. There are ways, however, to develop an outstanding color program that makes a strong return on the investment. Color themes may be used to complement buildings, company colors or the appropriate season of the year. We will use a specific subcontractor to grow, install and maintain the annual color for each season at Palma Sola Trace. Using a quality, ValleyCrest approved subcontractor will provide better control and uniformity of plants for the community. We'll put together a proposal based on your input—and deliver a customized, cost-effective seasonal color display that:

- Creates aesthetic excitement
- Provides an individual identity to the property
- Attracts the attention of tenants, residents, employees, guests and the general public
- Complements a well-maintained landscape
- Creates a pleasing atmosphere
- Makes an eye-catching statement about the property
- Adds value to the property

Planting Procedure

- Remove existing plant material/mulch
- Trench beds with flat shovel
- Add soil amendments
- Thoroughly rototill entire bed area
- Lay out flats near beds
- Know correct spacing of plant per species
- Auger or dig holes in beds
- Fertilize beds
- Break root ball and plant at correct depth
- Spot check spacing and straightness of rows
- Smooth out all footprints in beds

Irrigation

- Watering new flower beds is crucial to prevent damage to the vascular and root system of plants make sure irrigation zones are checked before and after planting for damage that may have occurred during installation Set irrigation clocks appropriately
- Reduce frequency once annuals are established

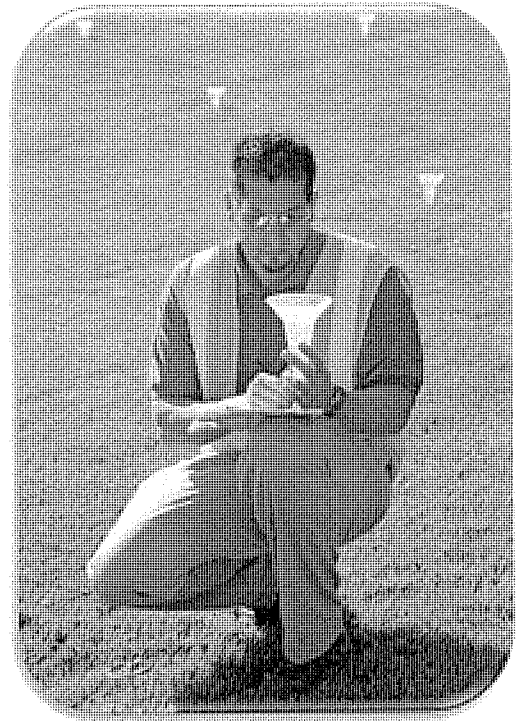


Irrigation Maintenance Program

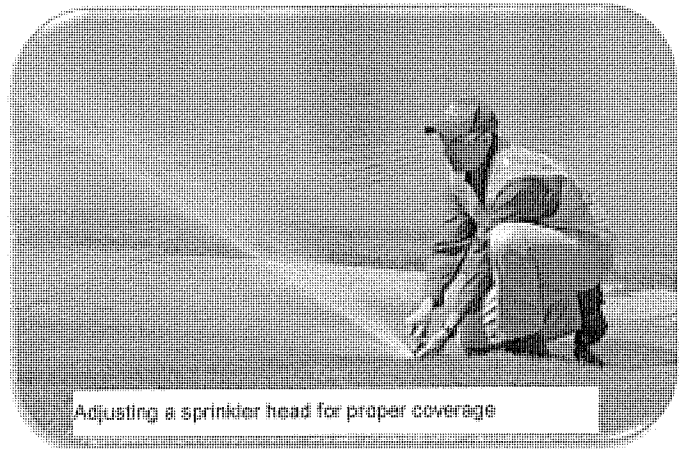
Water is money and every drop counts. Our water management expertise has helped our customers save significant amounts of water, which translates into significant dollar savings. We start with a thorough assessment of your current irrigation system and offer our recommendations for better managing your water supply. We understand the components and the requirements of the Irrigation RFP. We have experience and certified training in managing and operating the systems employed by the community. Further, our experience with pump, well and computer controlled systems with other clients adds to our ability to effectively manage the entire irrigation system without relying on other subcontractors to keep system operating at peak efficiency. With this, we will:

- Perform a detailed irrigation evaluation of your current system
- Calculate potential savings based on past water usage and landscape needs water
- Create a customized water management plan that ensures uniform coverage, reduced runoff and efficient operation
- Assess plant palette and make recommendations that can reduce overall water consumption
- Recommend smart controller options appropriate for your property with detailed information on pricing, water savings and other additional benefits you can expect
- Monitor existing and/or new system for stuck valves, breaks and other efficiencies to prevent water-use waist and damage

Find out more about water management solutions on our blog: ValleyCrestTakesOn.com



Recording results from cu testing

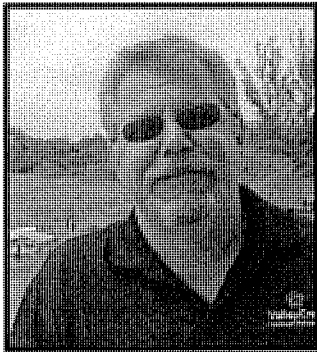


Adjusting a sprinkler head for proper coverage

PERSONNEL

The team selected to maintain the have the skills and experience necessary to meet your specific needs and expectations.

Jim Jordan, Branch Manager



Oversees all operations within the branch including customer service, labor, equipment, safety and all administrative functions.

Has worked with ValleyCrest for 11 years and over 25 years experience in the landscaping industry.

Florida Best Management Practices Certified

"Few people know the secret to a great landscape, it's really about growing relationships; both with customers and employees."



Matt Curtis, Account Manager - Maintenance

Oversees crews on daily production and meeting our client's needs and wants. Palma Sola Trace single point of contact.

Has worked with ValleyCrest for 20 years

Certified in Florida Best Management Practices, and CPR.

"People do not care how much you know until they know how much you care."



Ron DeWick, Regional Manager - Irrigation

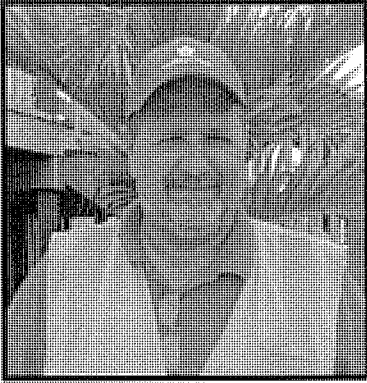
Oversees irrigation department for all of our properties in Manatee, Sarasota and Charlotte counties.

Has worked with ValleyCrest for 17 years and has 27 years experience in the landscaping industry.

Certified Landscape Irrigation Auditor with Irrigation Association

Trained and experienced in Smart Irrigation Controllers, EPA Water sense partner

"The most important aspect of a healthy, sustainable landscape is a good irrigation system."



Dan Martin, Irrigation Manager

Manages and oversees all irrigation operations for Longboat Key Branch

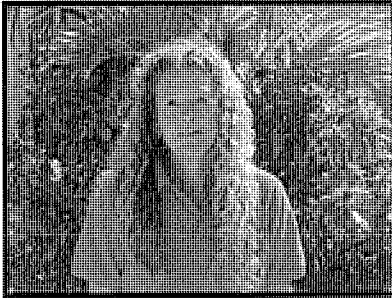
Has worked with ValleyCrest for 5 years and has 36 year's experience in the landscaping industry

Certified in two wire irrigation control systems

Competent Excavator through VCU continuing education

Certified in Best Management Practices

"Too much water can be just as harmful as too little water"



Sharryn Walter, Enhancement Manager

Oversees the installation of enhancement and renovation upgrades for all accounts in the Longboat Key Branch area

Has worked with ValleyCrest for 15 years and has 23 years of experience in the landscaping industry

Certified in Florida Best Management Practices, Certified Horticultural Professional and CPR certified.

"The difference between a flower and a weed is judgment"



Ed Bingle, Tree Care Manager

Oversees all tree care operations in Manatee, Sarasota, and Charlotte counties

Has worked with ValleyCrest for 4 years and has 10 years of experience in the landscaping industry

Certified Arborist (FL-5585AT)

"Strong trees are the foundation for building a mature and distinctive landscape."



Jayme Atchley, Agronomic Manager - Maintenance

Oversees agronomic crews on daily production and meeting our client's needs and wants.

Has worked with ValleyCrest for 14 years and has 25 years of experience in the landscaping industry

Palm Specialist

Certified and Trained Horticulturalist

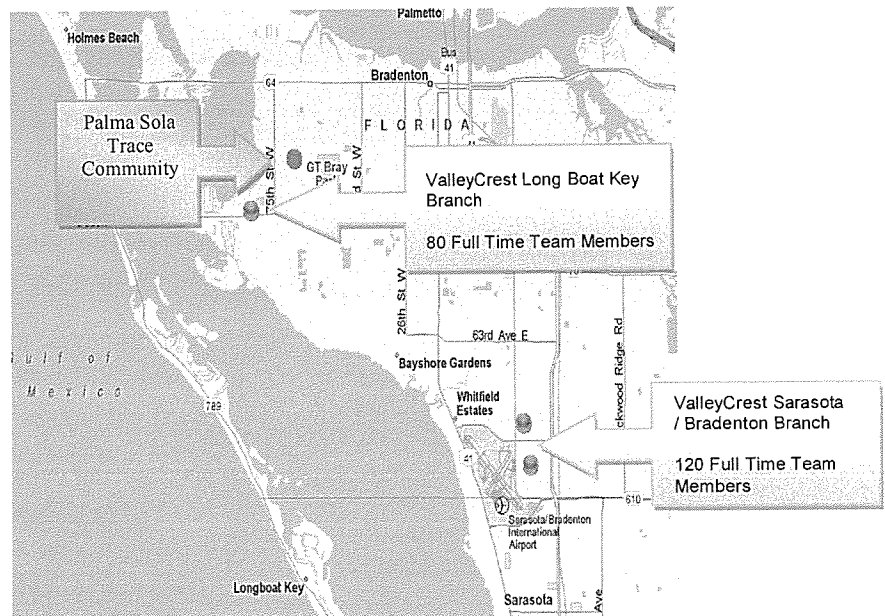
Certified in Florida Best Management Practices, and CPR.

"Proper fertilization and pruning provides your landscape the balance it needs to survive"

AVAILABLE CURRENT MANPOWER

ValleyCrest Employees 200 full time trained Landscape Professionals within 15 miles of the Community and an additional 110 full time employees in our and Sun City ValleyCrest Branch.

We would like to invite you to visit and tour our Long Boat Key facility and meet the full time mechanic and office teams that will be supporting Palma Sola Trace Community



Job Descriptions

Branch Manager – Jim Jordan: Oversees all landscape operations within the local branch including labor, equipment, customer service, safety and all administrative functions of customer care.

Account Manager- Matt Curtis: As the primary Palma Sola Trace contact, the AM develops and maintains schedules for maintenance work and ensures compliance to job specifications and quality control standards; proactively communicates to customer and ValleyCrest team members. He will function as daily, immediate liaison with the Community and Ryan Heise for answers to immediate property questions.

Production Specialist – Adrean Salas: On site, full time, dedicated manager to run all crews, manage all duties and responsibilities of the scope of work, carry out all instructions and schedules assigned by the Account Manager.

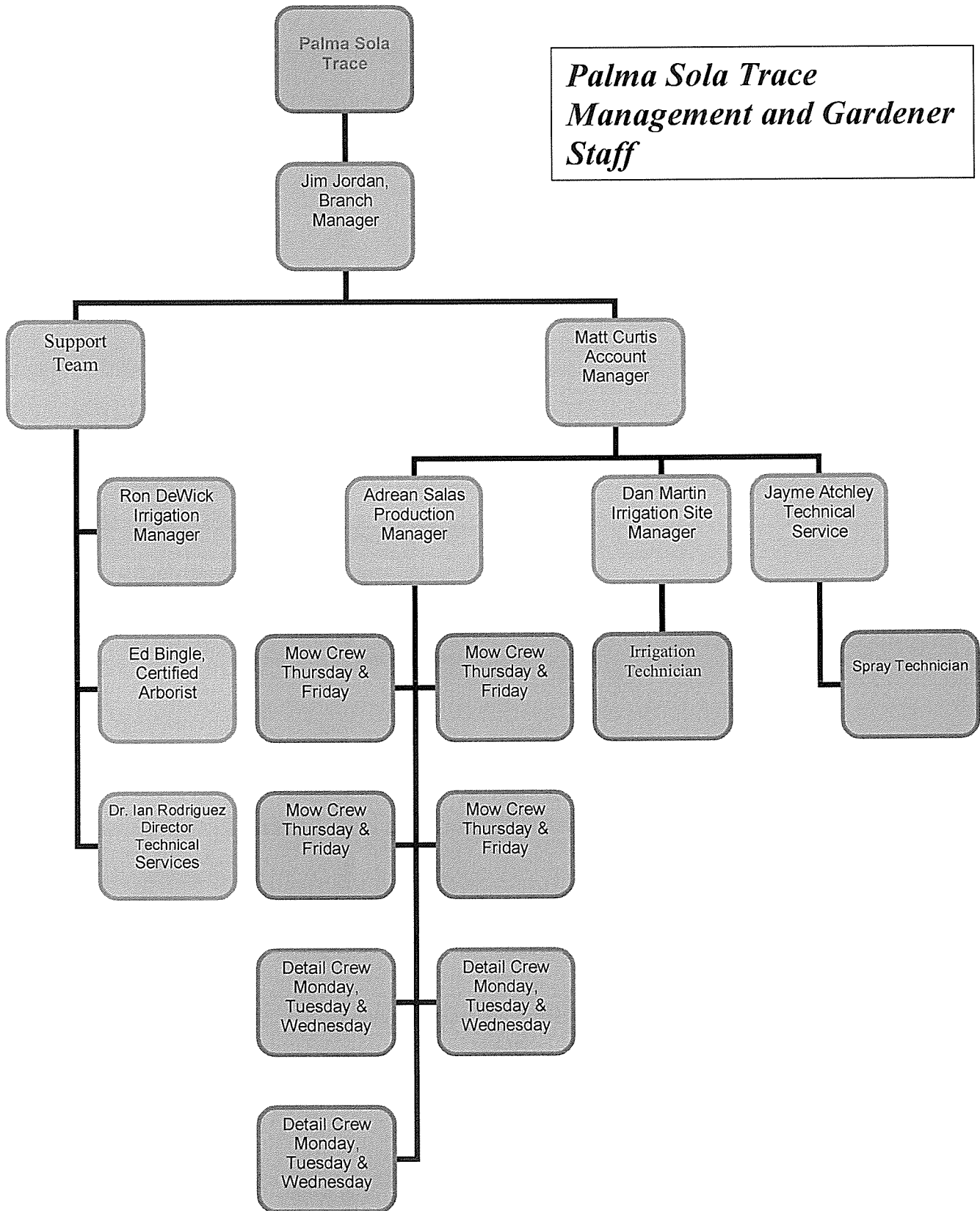
Certified Arborist – Ed Bingle: Heads the Scheduling and Administrative portion of all Palm and Tree pruning in house with our trained and certified staff. Leads 3 State of Florida Certified Arborists out of our Longboat Key Branch that would service the Palma Sola Trace community. These employees not only have the State Certifications, but maintain annual training updates with Industry and company training to include tree climbing and safety updates, remaining current with laws, policies and procedures.

Agronomic Manager – Jayme Atchley: Our agronomic technician is licensed and knowledgeable in the safe application of fertilizers, insecticides, herbicides, and fungicides. Jayme is a Licensed Horticulturalist. He leads, directs, schedules and monitors all agronomic applications. Also responsible for continual reporting to State and Federal agencies.

Regional Irrigation Manager – Ron DeWick: Leads, directs schedules and monitors all irrigation work within the branch. Monitors inspections, irrigation checks, cleaning, repairs, and adjusting of your irrigation system; generates reports to identify repairs, consumption use requirements, and upgrades.

Irrigation Manager – Dan Martin: Assists in the daily management of the irrigation system and performs repairs and adjustments, and monitors malfunctions and potential leaks.

***Palma Sola Trace
Management and Gardener
Staff***



WHAT ARE THE BMPS? (BEST MANAGEMENT PRACTICES)

The BMPs are a science-based educational program for Green Industry workers (lawn-care and landscape maintenance professionals), developed by UF-IFAS Florida-Friendly Landscaping™ program. The BMPs teach environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.

They can also save the Florida homeowner money, time, and effort, increase the beauty of the home landscape and protect the health of your family, pets, and the environment.

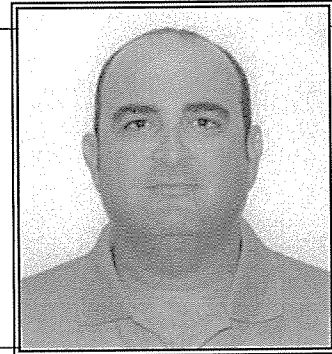
Ian Rodriguez, Ph.D.

Director of Technical Services

Education

University of Florida, Gainesville, FL
B.S. Environmental Horticulture
M.S. Environmental Horticulture

Clemson University, Clemson, SC
Ph.D. Plant Physiology



Professional Experience

Professor, Florida Gateway College 2004 - 2012
Instruction and advisement of students in Golf Course Operations, Landscape Technology, Pest Control, and Irrigation majors.

Professional Associations

- *Florida Certified Pest Control Operator*, L&O
- *Certified Instructor*, Florida Friendly Best Management Practices For the Protection of Florida Waters by the Green Industry
- *Florida Limited Commercial Fertilizer Applicator*
- *Florida Turf Grass Association*
- *Florida Pest Management Association*

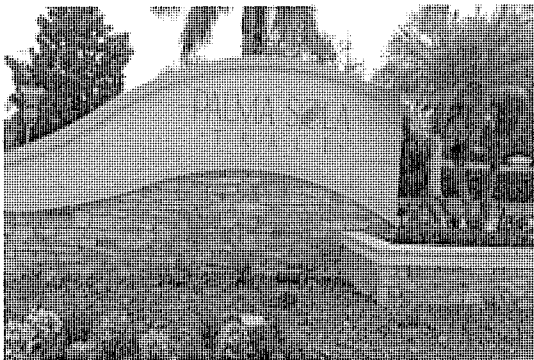
SOLUTIONS THAT MAKE A DIFFERENCE

During the proposal process, you shared a variety of concerns you currently have with your landscape. Because your 100% satisfaction is important to us, we have already formulated solutions that will show fast improvement as noted below. Additionally, we will be your eyes on the ground to look out for problems as they arise and offer creative solutions that achieve your goals while providing the safest, most cost-efficient and aesthetically appealing landscape possible.

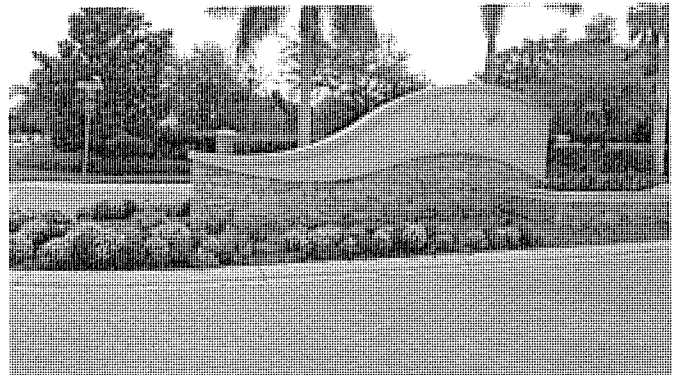
Our solutions for the current high priority problems you identified include:

FRONT ENTRANCE NEEDS BETTER REPRESENTATION.

The front entrance is the welcome mat to your community. Our goal is to find ways to bring in new residents, and welcome current residents home. We will provide a digital enhanced plan to upgrade the entrance. We have included an example of our designer's capabilities.



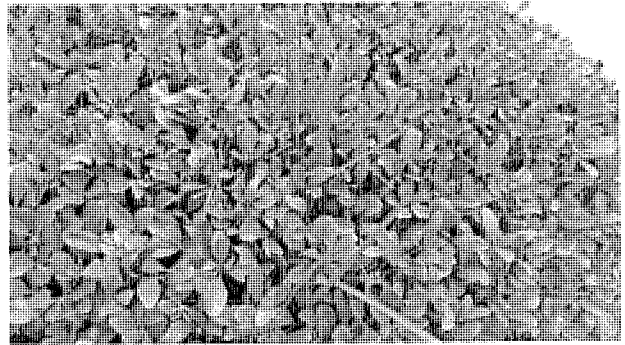
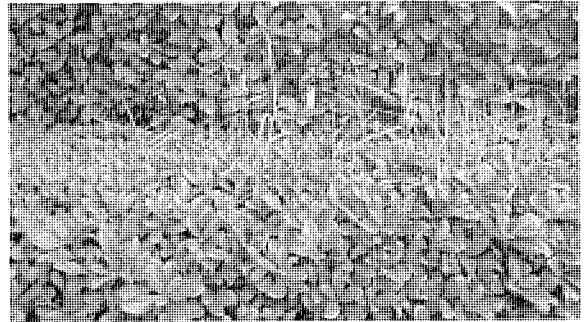
Solution: better color program



Condition: lack of detail and planting program for the entrance:

LACK OF DETAIL IN THE SHRUB AND GROUND COVER BEDS

For example: Landscape material has been overgrown by the weeds and vines. As part of our standard start-up package to you, we will address the lack of detail in the shrubbery beds. Our team will prune, cut back plant material and clean out debris from the existing beds to present a professional landscaped look.



POOR PERFORMING PLANTS

Condition: poor fertility and insect damage

Hawthorne below.

As a part of our monthly inspections and agronomic program we will address the poor fertility and insect damage as noted on the Indian



ENVISION THE POSSIBILITIES

Our enhancement specialists envisioned options for improving the curb appeal of Palma Sola Trace for areas you noted have become worn and tired. The changes shown below are simple but will make a big impact.

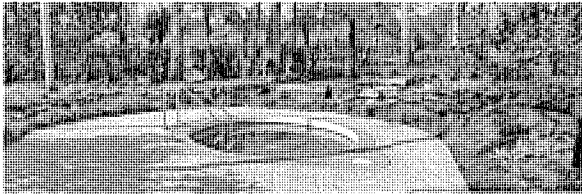


Example of a Monument Entrance serviced by
ValleyCrest

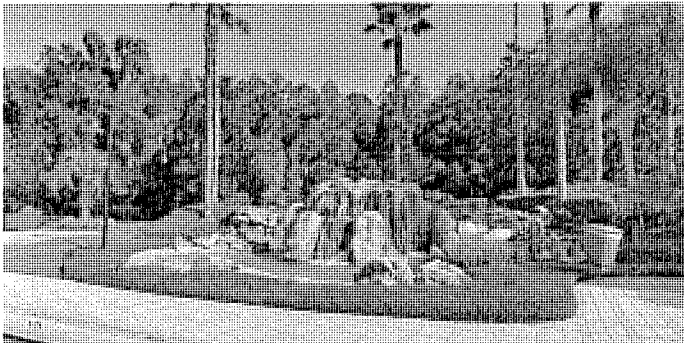


The Club House at Tampa Palms





The Hot Tube area at the
Community Club House



The Water Fall area at the
Community Entrance



A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and well-being of our customers, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

PRESERVING A SAFE ENVIRONMENT

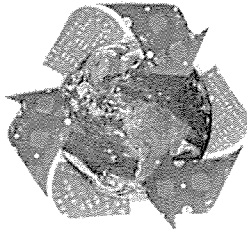
- Criminal background checks
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- ValleyCrest logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- Required use of cones to demark safety zone

CREW SAFETY

- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls

ENVIRONMENTAL RESPONSIBILITY

• **ValleyCrest Production System** — Our crews all adhere to our corporate standard of production, which focuses on eliminating seven forms of waste (including rework, excess transportation and equipment use), that reduces exhaust fumes, emissions and green waste. An example of improvement is the creation of a path of motion map (see map at right), which ensures our Gardeners work in the most efficient way possible in your community. These production efficiencies reduce the carbon footprint of all of our crews, company-wide.



• **Oil recycling** — All of our large equipment oil (e.g. mowers, trucks) is recycled into asphalt products rather than being burned down and releasing toxic contaminants into the environment.

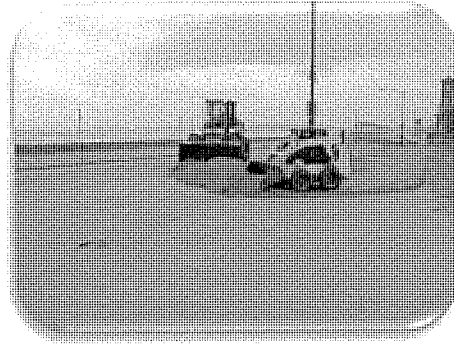
• **Recycling green waste** — Green waste, which includes grass clippings, leaves, small branches and other landscape generated debris is transported to a green waste facility where it is broken down into reusable compost rather than taking up space in a landfill.

• **Efficient vehicles** — Our staff uses fuel efficient vehicles, including Ford Fusion Hybrids, Ford Escape Hybrids and Ford Rangers. We are transitioning our field trucks to a more efficient mid-size pick-up, which get 15-20% better gas mileage than previous models.

• **Reduced driving time** — Crew trucks are equipped with GPS technology so they can plot the quickest route to each job, which minimizes drive time and reduces fuel and emissions.

EMERGENCY RESPONSE TEAM READY WHEN YOU NEED US

With dozens of locations across Florida and more than 3,000 employees in the state, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes, water spouts, and severe weather.



When a catastrophe occurs, your local Branch Manager, Jim Jordan, will personally draw on resources and pull equipment from within the ValleyCrest network to ensure your property is quickly, properly and safely serviced.



Resources from branch offices throughout Florida will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly.

CUSTOMERS SOLD ON VALLEYCREST

In our effort to provide the best possible landscape service in town, our customers have become raving fans. But don't take our word for it. Ask them yourself!

Sea Place

Longboat Key, FL 34228
Contact: Bill Deskus
Phone: (941) 383-4441

L'Ambiance

Longboat Key, FL 34228
Contact: Beverly Moore
Phone: (941) 383-5588

Queen's Harbour

Longboat Key, FL 34228
Contact: Joe Nicolato
Phone: (941) 383-8766

Grand Bay

Longboat Key, FL 34228
Contact: Kathy Padolsky
Phone: (941) 387-0718



L'Ambiance, Longboat Key, FL

Village Walk at Palmer Ranch

Sarasota, FL

Contact: Boyd Phillips

Phone: (941) 825-8775

Email: boyd@vwhoa.org

Island Walk

Venice, FL

Contact: Casey Gant

Phone: (941) 493-2302

Email: casey.gant@PulteGroup.com



COMPETITIVE PRICING THAT FITS YOUR BUDGET

We are committed to fulfilling the specific landscape needs of Palma Sola Trace CDD while providing the service you expect at a price point that fits your budget. ValleyCrest Landscape Maintenance will provide the following competitive pricing per specifications as noted in specifications as provided.

SERVICE DESCRIPTION MASTER	MONTHLY	YEARLY
Base Management	\$748.00	\$8,976.00
• Mowing, Edging (42 times per year)		
• String Trimming lake edge (Approx. 16 times per year)		
• Bed Weed Control (Tree Rings)		
• Palm pruning 1 time per year (7 under 15' Queen Palms)		
Irrigation Inspection		
• Monthly check and adjust all zones		
• Monthly cleaning irrigation heads		
TOTAL BASE SERVICE.....	\$748.00	\$8,976.00

OPTIONAL VALUE-ADD SERVICES

The following optional services can be provided upon request

SERVICE	FREQUENCY PER YEAR	PRICE PER OCCURANCE	PRICE PER YEAR	CLIENT INITIALS
Mulch \$47.00 per yard				
Seasonal Color \$4.44 per 6 inch plant installed				

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

SCOPE OF WORK:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

LAWN CARE:

Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

GROUND COVER AREA/SHRUB AREAS:

Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IRRIGATION SYSTEM:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$65.00 emergency calls will apply

TREE CARE:Pruning:

Height limitation for tree pruning covered in the specification is 15 feet. On trees over 15 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 15 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

PALM PRUNING:

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

DEBRIS CLEANUP:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

MULCHED AREA: Mulch application is optional and will be quoted upon request

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client.

Mulch beds will be replenished with a 2 inch depth of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

ANNUAL COLOR: Optional, quoted upon request

Contract grown flowers will be installed every three months. Specified varieties, size, spacing and frequency will be recommended per climate and location of plantings. A 90 day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or respons



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is WAIVED, subject to the terms and condition of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURANCE
Aon Risk Services Northeast, Inc. - New York Office
199 Water Street
New York, NY 10038-3551

CONTACT**NAME:****PHONE**
(A/C No., Ext): (866) 253-7122**FAX**
(A/C, No.): (800) 343-0105**EMAIL****ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC#****INSURED**ValleyCrest Landscape Maintenance
24151 Ventura Boulevard
Calabasas, CA 91302

INSURANCE ACE American Insurance Company

22001

INSURANCE ACE American Insurance Company

22001

INSURANCE ACE American Insurance Company

22001

INSURANCE

INSURANCE

INSURANCE

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PAGE	TYPE OF INSURANCE	ACORD	DATE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
1	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$2,000,000.00
	<input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR			024303023	100112014	100112015	DAMAGE TO RENTED PREMISES (See Schedule) \$2,000,000.00
	<input checked="" type="checkbox"/> CONTRACTOR LIABILITY						RED EXP (Any one person) \$10,000.00
	<input checked="" type="checkbox"/> NON-PAID						PERSONAL & ADV INJURY \$2,000,000.00
	GENERAL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$4,000,000.00
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTY - COMPROM AGG \$4,000,000.00
2	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			000047294	100112014	100112015	COMBINED SINGLE LIMIT (See Schedule) \$2,000,000.00
	<input type="checkbox"/> ALLOWED AUTOS						BODILY INJURY (Per person) \$2,000,000.00
	<input type="checkbox"/> Hired Autos						BODILY INJURY (Per person) \$2,000,000.00
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$2,000,000.00
3	UMBRELLA						
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LMB						AGGREGATE
	<input type="checkbox"/> SO						
4	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPORTIONATE SHARE OF THE COSTS INCURRED BY THE EMPLOYER			041147000	100112014	100112015	<input checked="" type="checkbox"/> MC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> If yes, describe what DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$2,000,000.00
							E.L. DISEASE - EMPLOYEE \$2,000,000.00
							E.L. DISEASE - POLICY LIMIT \$2,000,000.00

DESCRIPTION OF OPERATIONS (LOCATION(S), VEHICLE(S) AND/OR EQUIPMENT, Additional Remarks (Schedule, if necessary is required). Policy (Policies) include a 30 day cancellation notice.

Proof of Current Insurance Coverages

CERTIFICATE HOLDER**SAMPLE INSURANCE CERTIFICATE****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alliant Insurance Services, Inc.

ACORD 24 (10/10/05)

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YOUR COMPLETE SATISFICATION IS OUR #1 GOAL

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unmatched responsiveness. To meet this goal, we continually collect feedback through a comprehensive customer satisfaction program. We use the valuable insight gained through our survey program to determine system improvements and guide the content of our employee training program.

Every customer we partner with has the opportunity to formally evaluate our work product, service and relationship at least once a year. Your feedback is important to us. We pay attention to the survey results and follow-up with a summary of each one to learn how we can improve.



Exhibit B
Maintenance Map

Sharon O'Connor

From: Leslie Walsh
Sent: Tuesday, August 18, 2015 12:39 PM
To: Sharon O'Connor
Cc: James Jordan
Subject: RE: Palma Sola Trace CDD -- Landscape Agreement
Attachments: 34180 Palma Sola Trace CDD - 3rd review - final, ready for signatures.docx

Expires: Thursday, September 17, 2015 3:00 AM

Yep, all ready to sign, all the changes we requested are there. I've attached a clean copy; this is the version the parties should sign.

From: Sharon O'Connor
Sent: Monday, August 17, 2015 8:21 AM
To: Leslie Walsh
Cc: James Jordan
Subject: FW: Palma Sola Trace CDD -- Landscape Agreement

Hi there – looks like they made the changes that you requested. Ok to sign now?
Thank you!!
Sharon

From: Leslie Walsh
Sent: Thursday, August 13, 2015 3:01 PM
To: Sharon O'Connor
Cc: James Jordan
Subject: RE: Palma Sola Trace CDD -- Landscape Agreement

Hi, again, here's our second redline for this contract, using the client's (Jere's) response to our initial review and his updated version of the contract. The CDD has revised the indemnity provision more or less as we requested; it's not exact but their alternative modification is perfectly acceptable. They've also added our preferred text to the Assignment provision so we're good there too.

I've made three additional changes to the contract, and if all three are acceptable to the client, we could go ahead and sign this version. The changes I've made are:

1. Changed VC's address in first paragraph from corporate address in Calabasas to your branch address
2. Requested deletion of the following line of text: "**Contractor waives the right to file mechanic's and construction liens.**" The thinking is, since the CDD is not subject to construction liens, we're not comfortable making an affirmative statement to waive rights we don't actually have; if it's not applicable to this contract, we ask if it can please be deleted
3. Corrected Contractor's name in the signature block on page 11; was missing an "E "

If they're okay w/ everything, send this version of the contract back to me and I'll make up a clean copy of you to be signed by the parties.

From: Sharon O'Connor
Sent: Thursday, August 06, 2015 6:00 AM
To: Leslie Walsh
Cc: James Jordan
Subject: FW: Palma Sola Trace CDD -- Landscape Agreement

Hi Leslie – I sent you an email earlier, before I received this new one, I have attempted to recall it. Please see new comments below.

Thanks again!

Sharon

----- Original message -----

From: Jere Earlywine <JereE@hgslaw.com>
Date: 08/06/2015 7:56 AM (GMT-05:00)
To: James Jordan <JJordan@valleycrest.com>
Cc: 'Gregory Cox' <gcox@rizzetta.com>, 'John Toborg' (JToborg@rizzetta.com) <JToborg@rizzetta.com>
Subject: FW: Palma Sola Trace CDD -- Landscape Agreement

Jim,

Greg forwarded me some additional comments from your legal counsel, and I think we're working from different drafts. I've attached the version I have (I left it in "Word" so that you guys can do a redline against your version, or please send me your current version and I'll create one for you). Let me know if you're comfortable with this revised version.

Additionally, please send an insurance certificate stating, "With the exception of Workers' Compensation insurance, all of the above insurance is on an occurrence basis, and, also with the exception of Workers' Compensation insurance, the District, its Supervisors, Officers, Staff, Agents, Employees and Volunteers are additional insureds under all such insurance." Please send an updated certificate before starting work.

Finally, I saw an addendum that you circulated relating to the agreement – just a few thoughts on that:

1. On lien rights, there are none because the CDD is a governmental entity. So, I wouldn't make that first change.
2. On the indemnification, I think that language falls out in my version, but you'll want to review the revised language.
3. I'm fine with the third change regarding assignments (and so the new version I've attached reflects that change, and I've redlined that).

I hanks for your help.

Jere

From: Jere Earlywine
Sent: Monday, July 27, 2015 8:48 AM
To: 'Gregory Cox'
Cc: 'Peter Gelman'; 'John Toborg'
Subject: RE: Palma Sola Trace CDD -- Landscape Agreement

Greg, see my proposed revisions to the agreement. I would cut the "General Conditions" attachment. The scope looks okay to me. A couple of other points:

1. Please make sure that the insurance certificate is updated to reflect that: "With the exception of Workers' Compensation insurance, all of the above insurance is on an occurrence basis, and, also with the exception of Workers' Compensation insurance, the District, its Supervisors, Officers, Staff, Agents, Employees and Volunteers are additional insureds under all such insurance." Please have them send an updated certificate before starting work.
2. Please circulate a maintenance map if you haven't already.
3. I didn't see anything for a warranty on new plant installation. When they do plant replacement, etc., we should either put that in our existing contract or remember to include that in the subsequent work authorization regarding the specific installation.

Otherwise, looks good to me. Thanks.

Jere

From: Gregory Cox [<mailto:GCox@rizzetta.com>]
Sent: Thursday, July 23, 2015 10:07 AM
To: Jere Earlywine
Cc: 'Peter Gelman'; John Toborg
Subject: FW: Palma Sola Trace CDD

Jere,
I am forwarding the documents from Valleycrest regarding landscape contracting for CDD property. They need to start August 1st and the next meeting is July 30. I know you like to put this into your contract format but to help speed the process, I have attached a draft one for you to start with, if you wish. This is a pretty simple scope of work so I am comfortable with the limited scope they included. Please advise as to how you think we should proceed.

Greg Cox
District Manager
Office: (813)933-5571
Fax: (813)935-6212
Email: gcox@rizzetta.com

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From: James Jordan [<mailto:JJordan@valleycrest.com>]
Sent: Thursday, July 23, 2015 8:16 AM
To: Gregory Cox

Cc: Jerei Parks

Subject: Palma Sola Trace CDD

Hi Greg,

It was good speaking with you yesterday. As per our conversation I have attached the full proposal for review along with the ValleyCrest contract page. Please let me know if you have any questions.

Thanks again,

Jim Jordan
Senior Branch Manager

ValleyCrest Landscape Companies

8708 Cortez Road West
Bradenton, FL 34210

(941) 383-0817 (t)

(941) 387-7066 (f)

www.valleycrest.com

www.valleycresttakeson.com

Tab 2



Rizzetta & Company

Palma Sola Trace Community Development District

www.palmasolatracecdd.org

Proposed Budget for Fiscal Year 2023/2024

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Rizzetta & Company

Proposed Budget
Palma Sola Trace Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3	Interest Earnings							
4	Interest Earnings	\$ 247	\$ 494	\$ -	\$ 494	\$ -	\$ -	
5	Special Assessments							
6	Tax Roll*	\$ 149,927	\$ 149,927	\$ 149,074	\$ 853	\$ 199,410	\$ 50,336	
7								
8	TOTAL REVENUES	\$ 150,174	\$ 150,421	\$ 149,074	\$ 1,347	\$ 199,410	\$ 50,336	
9								
10	TOTAL REVENUES & BALANCE FORWARD	\$ 150,174	\$ 150,421	\$ 149,074	\$ 1,347	\$ 199,410	\$ 50,336	
11								
13	EXPENDITURES - ADMINISTRATIVE							
14								
15	Legislative							
16	Supervisor Fees	\$ 2,600	\$ 5,200	\$ 7,000	\$ 1,800	\$ 7,000	\$ -	
17	Financial & Administrative							
18	Administrative Services	\$ 2,864	\$ 5,728	\$ 5,728	\$ -	\$ 6,015	\$ 287	Economic Impact Cost
19	District Management	\$ 10,661	\$ 21,322	\$ 21,322	\$ -	\$ 22,388	\$ 1,066	Economic Impact Cost
20	District Engineer	\$ 6,187	\$ 12,374	\$ 6,500	\$ (5,874)	\$ 6,500	\$ -	
21	Disclosure Report	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
22	Trustees Fees	\$ 1,581	\$ 1,581	\$ 2,200	\$ 619	\$ 2,200	\$ -	
23	Assessment Roll	\$ 5,304	\$ 5,304	\$ 5,304	\$ -	\$ 5,569	\$ 265	Economic Impact Cost
24	Financial & Revenue Collections	\$ 2,652	\$ 5,304	\$ 5,304	\$ -	\$ 5,569	\$ 265	Economic Impact Cost
25	Accounting Services	\$ 9,547	\$ 19,094	\$ 19,094	\$ -	\$ 20,049	\$ 955	Economic Impact Cost
26	Auditing Services	\$ -	\$ -	\$ 3,400	\$ 3,400	\$ 3,500	\$ 100	Need new Auditor for FY23-24
27	Public Officials Liability Insurance	\$ 3,038	\$ 3,038	\$ 3,391	\$ 353	\$ 3,646	\$ 255	EGIS estimate
28	Legal Advertising	\$ 83	\$ 166	\$ 500	\$ 334	\$ 500	\$ -	
29	Dues, Licenses & Fees	\$ 175	\$ 350	\$ 175	\$ (175)	\$ 175	\$ -	
30	Website Hosting, Maint., Backup & Email	\$ 1,369	\$ 2,738	\$ 3,000	\$ 262	\$ 3,000	\$ -	
31	Legal Counsel							
32	District Counsel	\$ 3,673	\$ 7,346	\$ 10,000	\$ 2,654	\$ 10,000	\$ -	
34	Administrative Subtotal	\$ 50,734	\$ 90,545	\$ 93,918	\$ 3,373	\$ 97,111	\$ 3,193	
35								
36	EXPENDITURES - FIELD OPERATIONS							
38	Electric Utility Services							
39	Utility Services	\$ 1,421	\$ 2,842	\$ 2,000	\$ (842)	\$ 2,500	\$ 500	FY22 \$2192
40	Street Lights	\$ 878	\$ 1,756	\$ 2,000	\$ 244	\$ 2,000	\$ -	FY22 \$1577
41	Stormwater Control							
42	Aquatic Maintenance - Contract	\$ 7,611	\$ 15,222	\$ 8,700	\$ (6,522)	\$ 10,200	\$ 1,500	Admiral Environmental
43	Creek Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 15,600	\$ 15,600	Admiral Environmental 6 visits
44	Lake/Pond Bank Maintenance	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	
45	Fountain Service Repairs & Maintenance	\$ -	\$ -	\$ 250	\$ 250	\$ 250	\$ -	
46	Aquatic Plant Replacement	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
47	Other Physical Environment		\$ -		\$ -			
48	Property Insurance	\$ 4,790	\$ 4,790	\$ 5,225	\$ 435	\$ 7,185	\$ 1,960	EGIS estimate
49	General Liability Insurance	\$ 3,341	\$ 3,341	\$ 3,730	\$ 389	\$ 4,009	\$ 279	EGIS estimate
50	Landscape Maintenance	\$ 19,922	\$ 39,844	\$ 10,920	\$ (28,924)	\$ 10,920	\$ -	New BV price plus tree trimming
51	Tree Trimming	\$ -	\$ -	\$ -	\$ -	\$ 4,635	\$ 4,635	Separate line for this item
52	Perimeter Wall Repair	\$ 11,575	\$ 23,150	\$ 7,500	\$ (15,650)	\$ 10,000	\$ 2,500	
53	Road & Street Facilities							
54	Gate Facility Maintenance	\$ 2,639	\$ 5,278	\$ 6,000	\$ 722	\$ 7,500	\$ 1,500	Proposal requested
55	Street Light Decorative Light Maintenance	\$ 11,903	\$ 23,806	\$ 5,000	\$ (18,806)	\$ 10,000	\$ 5,000	Bellmore repairs
56	Contingency							
57	Miscellaneous Contingency	\$ 19,520	\$ 39,040	\$ 1,331	\$ (37,709)	\$ 15,000	\$ 13,669	Bridge Repairs & Cross Creek
58								
59	Field Operations Subtotal	\$ 83,600	\$ 159,069	\$ 55,156	\$(103,913)	\$ 102,299	\$ 47,143	
60								
61	TOTAL EXPENDITURES	\$ 134,334	\$ 249,614	\$ 149,074	\$(100,540)	\$ 199,410	\$ 50,336	
62								
63	EXCESS OF REVENUES OVER EXPENDITURES	\$ 15,839	\$ (99,194)	\$ -	\$ (99,194)	\$ -	\$ -	

Proposed Budget
Palma Sola Trace Community Development District
Reserve Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3	Interest Earnings							
4	Interest Earnings	\$ 844	\$ 1,688	\$ -	\$ 1,688	\$ -	\$ -	
5	Special Assessments							
6	Tax Roll*	\$ 12,265	\$ 12,265	\$ 12,265	\$ -	\$ 12,265	\$ -	
7								
8	TOTAL REVENUES	\$ 13,109	\$ 13,953	\$ 12,265	\$ 1,688	\$ 12,265	\$ -	
9								
10	TOTAL REVENUES & BALANCE FORWARD	\$ 13,109	\$ 13,953	\$ 12,265	\$ 1,688	\$ 12,265	\$ -	
11								
12	EXPENDITURES							
13								
14	Contingency							
15	Capital Reserves	\$ -	\$ -	\$ 12,265	\$ 12,265	\$ 12,265	\$ -	
16								
17	TOTAL EXPENDITURES	\$ -	\$ -	\$ 12,265	\$ 12,265	\$ 12,265	\$ -	
18								
19	EXCESS OF REVENUES OVER	\$ 13,109	\$ 13,953	\$ -	\$ 13,953	\$ -	\$ -	

Palma Sola Trace Community Development District
Debt Service
Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2013A-1	Budget for 2023/2024
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$268,066.78	\$268,066.78
TOTAL REVENUES	\$268,066.78	\$268,066.78
EXPENDITURES		
Administrative		
Debt Service Obligation	\$268,066.78	\$268,066.78
Administrative Subtotal	\$268,066.78	\$268,066.78
TOTAL EXPENDITURES	\$268,066.78	\$268,066.78
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Manatee County Collection Costs (3%) and Early Payment Discounts (4%): 7.0%

Gross assessments \$287,872.40

Notes:

Tax Roll County Collection Costs and Early Payment Discount is 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$211,674.80
Manatee CountyCollection Costs @	3%	\$6,828.22
Early Payment Discount @	4%	\$9,104.29
2021/2022 Total		<u>\$227,607.31</u>

2022/2023 O&M Budget	\$161,339.00
2023/2024 O&M Budget	\$211,674.80
Total Difference	<u>\$50,335.80</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Debt Service - Condo	\$455.29	\$455.29	\$0.00	0.00%
Operations/Maintenance - Condo	\$317.73	\$416.86	\$99.13	31.20%
Total	\$773.02	\$872.15	\$99.13	12.82%
Debt Service - Paired Villa	\$585.37	\$585.37	\$0.00	0.00%
Operations/Maintenance - Paired Villa	\$317.73	\$416.86	\$99.13	31.20%
Total	\$903.10	\$1,002.23	\$99.13	10.98%
Debt Service - Single Family	\$650.41	\$650.41	\$0.00	0.00%
Operations/Maintenance - Single Family	\$317.73	\$416.86	\$99.13	31.20%
Total	\$968.14	\$1,067.27	\$99.13	10.24%

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$211,674.80
COLLECTION COSTS @	3.0%	\$6,828.22
EARLY PAYMENT DISCOUNT @	4.0%	\$9,104.29
TOTAL O&M ASSESSMENT		<u>\$227,607.31</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>EAU FACTOR</u> ⁽⁵⁾	<u>ALLOCATION OF O&M ASSESSMENT</u>			<u>PER LOT ANNUAL ASSESSMENT</u>		
	<u>O&M</u>	<u>SERIES 2013A-1 DEBT SERVICE</u> ^{(1) (2)}		<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	<u>O&M</u>	<u>DEBT SERVICE</u> ⁽³⁾	<u>TOTAL</u> ⁽⁴⁾
Condos	272	271	1.00	272.00	49.82%	\$113,386.79	\$416.86	\$455.29	\$872.15
Paired Villas	126	121	1.00	126.00	23.08%	\$52,524.76	\$416.86	\$585.37	\$1,002.23
Single Family	148	144	1.00	148.00	27.11%	\$61,695.75	\$416.86	\$650.41	\$1,067.27
	<u>546</u>	<u>536</u>		<u>546.00</u>	<u>100.00%</u>	<u>\$227,607.31</u>			

LESS: Manatee County Collection Costs (3%) and Early Payment Discount (4%):

(\$15,932.51)

Net Revenue to be Collected

\$211,674.80

⁽¹⁾ Reflects 10 (ten) Series 2013A-1 prepayments.

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

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

⁽⁴⁾ Annual assessment that will appear on November 2023 Manatee County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early)

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

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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



Rizzetta & Company

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

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

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

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

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

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

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

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

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

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



Rizzetta & Company

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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



Rizzetta & Company

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Rizzetta & Company

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Pizzetto & Company

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

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

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

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

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

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

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

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

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

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

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

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



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REVENUES:

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

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

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

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

EXPENDITURES:

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

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

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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



Rizzetta & Company

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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



Rizzetta & Company

Tab 3

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, February 23, 2023, at 1:30 p.m.** at the Palma Sola Trace Clubhouse located at 7408 Hamilton Road, Bradenton, FL 34209.

Present and constituting a quorum:

Eva Walker	Board Supervisor; Chairman
Mike Coury	Board Supervisor; Vice Chair
Dan Crumpler	Board Supervisor; Asst. Secretary
Mary Gray	Board Supervisor; Asst. Secretary
William Diamond	Board Supervisor; Asst. Secretary

Also present were:

Matthew Huber	Regional District Manager; Rizzetta & Company, Inc.
Jeff Rondon	Representative; HOA
David Kaiser	Representative; HOA President
Lauren Gentry	District Counsel; Kilinski Van Wyke
Rick Schappacher	District Engineer, Schappacher Engineering
Stan Brown	Representative, Villa President

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the meeting to order and conducted roll call, confirming a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

There were audience comments on the following: damage to the ponds, as well as, cleaning up debris in the creek, the homeless camps near the creek, Admiral Environmental scheduled service completions for the villas, the painting of the retaining wall, and the damage to the fishtail palms.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2023-04,
Designating Assistant Secretary**

Mr. Huber presented and reviewed Resolution 2023-04, Designating Assistant Secretary to the Board.

On a motion by Ms. Walker, seconded by Mr. Coury, the Board adopted Resolution 2023-04, Designating Matthew Huber as Assistant Secretary, for the Palma Sola Trace Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Natural Areas Policy

Mr. Huber will send copies of the natural area samples to the Board.

FIFTH ORDER OF BUSINESS

Discussion of a No Trespass Policy

Mr. Huber discussed the possibilities of a no trespassing policy.

SIXTH ORDER OF BUSINESS

Ratification of Brightview Proposals

The Chairman already approved the proposal for the area behind the South wall to be cleared, and the work has been completed. Mike Coury had questions regarding Admirals' contract of removal of the debris behind the South wall. Ms. Gray also stated that there was a ton of debris at the South wall.

On a Motion by Ms. Walker, seconded by Mr. Coury, with all in favor, the Board ratified the Brightview Proposal to clear the area behind the South wall, for the Palma Sola Trace Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Removal of Debris and
Impending Growth on the South Wall
Proposal**

On a Motion by Mr. Coury seconded by Mr. Diamond, with all in favor, the Board approved the Brightview Proposal to remove the debris and impending growth on the South wall for \$15,000, for the Palma Sola Trace Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Replacement of Mirror
Leaf Viburnum**

On a Motion by Ms. Walker, seconded by Mr. Crumpler, with all in favor, the Board approved the Brightview Proposal to replace the Mirror Leaf Viburnum, for the Palma Sola Trace Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Replacement
of Damaged Sod Proposal**

On a Motion by Ms. Walker, seconded by Mr. Crumpler, with all in favor, the Board approved the Brightview Proposal to repair the damaged sod at the clubhouse, located on the North side, in the amount of \$2,600, for the Palma Sola Trace Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Installment
of Jatropha & Variegated Arboricola
Proposal**

On a Motion by Mr. Crumpler, seconded by Mr. Coury, with one opposing vote from Ms. Gray, the Board approved the Brightview Proposal to install Jatropha and Variegated Arboricola outside the condos, at the 71st Emergency gate for \$565.00, for the Palma Sola Trace Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Removal of
Trees behind the Clubhouse Proposal**

On a Motion by Ms. Walker, seconded by Mr. Coury, with one opposing vote from Ms. Gray, the Board approved the Brightview Proposal to clear trees behind the clubhouse in the amount of \$1,300.00, for the Palma Sola Trace Community Development District.

TWELFTH ORDER OF BUSINESSs

**Consideration of Minutes of the Board of
Supervisors' Regular Meeting held on
December 15, 2022**

On a Motion by Ms. Walker, seconded by Mr. Diamond, with all in favor, the Board approved the Regular Meeting Minutes from December 15, 2022, as amended, for the Palma Sola Trace Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Operations
& Maintenance Expenditures
for November 2022, December 2022,
and January 2023**

On a motion from Mr. Crumpler, seconded by Mr. Coury, the Board of approved the Operations and Maintenance Expenditures for November 2022 (\$14,091.48), December 2022 (\$12,212.17), and January 2023 (\$20,924.46), for the Palma Sola Trace Community Development District.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Gentry informed the Board of the firm's new name.

B. District Engineer

1. South Perimeter Wall Repair Update

Mr. Schappacher was present. The Board had a few concerns regarding the wall repair. Mr. Coury would like to know the status of the turf between the condo walls. He also inquired about the wind mitigation along the South wall, and asked whether the CDD will be responsible for the replacement of the palms, as well as the wrought iron fence. Mr. Schappacher informed the Board that the wrought iron fence is made to be porous to allow water to flow behind buildings 1, 2, and 3.

C. District Manager

Mr. Huber indicated that the next regular meeting is scheduled for Thursday, April 27, 2023, at 1:30 p.m.

1. Review of Monthly Financials

Mr. Huber presented the Financial Statement to the Board for review.

2. District Manager Report

Presentation of Audit 2022 Engagement Letter

On a Motion by Mr. Coury, seconded by Ms. Walker, with all in favor, the Board approved the Audit 2022 Engagement Letter, for the Palma Sola Trace Community Development District.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests

There were a few supervisor requests. Mr. Crumpler informed the Board that the HOA is looking to purchase AV equipment. Ms. Gray would like to add the minutes and action item list on the website to do walk throughs with the Board, along with measurement of the contracts for the District. Ms. Walker would like to have the newsletter updated on the CDD vs HOA to include one night meeting. Mr. Coury would also like to address the under separate cover documents.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Crumpler, seconded by Mr. Coury, with all in favor, the Board adjourned the meeting at 3:28 p.m., for the Palma Sola Trace Community Development District.

Assistant Secretary

Chair / Vice Chair

Exhibit A

Prepared for CDD Meeting 2/23/23

Thoughts for improving the CDD's performance of upkeep in PST.

Resident Concerns

1. Creek aesthetics
2. South Wall
 - a. Status of repairs to turf and irrigation
 - b. Wind mitigation buffer follow-up

Supervisor Oversight Responsibilities

1. Waterways (ponds and creek water health)
2. Perimeter Wall/Fence (especially South Wall on Benderson side)
3. Liaison with Master, Villa, and Condo HOAs
4. Groundskeeping, including pond/creek banks (beautification and trash removal), pedestrian bridge
5. Electrical equipment – gate controls, street lighting
6. Aesthetics of community
7. Other oversight recommendations

Communications

1. Email notifications
 - a. Work plans
 - b. Work progress
2. Sunshine laws keep Supervisors in the dark
3. Like to see invoices with Financial Statements (O&M vs Financial Statements)

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

February 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$44,940.97**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
A N J Excavation, LLC	100077	7	Grate Replacement 01/23	\$ 1,950.00
Admiral Environmental	100083	1944	Monthly Aquatic Management 02/23	\$ 850.00
Bellmore Electric, Inc.	100082	8204	Street Light Repairs 01/23	\$ 650.00
Bellmore Electric, Inc.	100084	8205	Street Light Repairs 01/23	\$ 3,982.00
Bellmore Electric, Inc.	100082	8208	Street Light Repairs 02/23	\$ 710.00
BrightView Landscape Services, Inc.	100074	8250596	Irrigation Repairs 01/23	\$ 2,507.40
BrightView Landscape Services, Inc.	100085	8255292	Landscape Maintenance 02/23	\$ 748.00
BrightView Landscape Services, Inc.	100076	8269675	Tree Care 01/23	\$ 900.00
BrightView Landscape Services, Inc.	100076	8269694	Tree Care- Hurrican Clean Up 01/23	\$ 1,600.00
BrightView Landscape Services, Inc.	100076	8269696	Tree Care 01/23	\$ 4,000.00
BrightView Landscape Services, Inc.	100078	8274002	Debris Removal 01/23	\$ 2,650.00
BrightView Landscape Services, Inc.	100085	8282502	Irrigation Repair 02/23	\$ 104.56

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	100085	8284847	Irrigation Repair 02/23	\$ 97.00
BrightView Landscape Services, Inc.	100085	8292862	Irrigation Repair 02/23	\$ 307.20
Coastal Concrete Products, LLC	100079	013123 Coastal	Perimeter Wall Repair 01/23	\$ 10,875.00
Construction Management Services, LLC	100086	21	Carpentry Work - Balance Due	\$ 5,675.00
Florida Power & Light Company	100081	FPL Summary Palma Sola 01/23	FPL Summary Palma Sola 01/23	\$ 385.64
Rizzetta & Company, Inc.	100075	INV0000075316	District Management Fees 02/23	\$ 4,387.33
Schappacher Engineering, LLC	100087	2340	Engineering Services 02/23	\$ 2,025.00
Securt Holdings, LLC	100088	36072	Service Call 02/23	\$ 332.59
Securt Holdings, LLC	100088	36392	Service Call 02/23	<u>\$ 204.25</u>
Report Total				<u>\$ 44,940.97</u>

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

March 2023

For Board Approval

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

The total items being presented: **\$15,301.17**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Admiral Environmental	100098	2022	Monthly Aquatic Management 03/23	\$ 850.00
Bellmore Electric, Inc.	100094	8224	Street Light Repairs 03/23	\$ 725.00
BrightView Landscape Services, Inc.	100099	8299811	Landscape Maintenance 03/23	\$ 748.00
BrightView Landscape Services, Inc.	100099	8328896	Tree Care 03/23	\$ 1,200.00
BrightView Landscape Services, Inc.	100099	8335356	Turf Removal 03/23	\$ 1,350.00
Crosscreek Environmental, Inc.	100100	12136	Aquatic Maintenance 10/23	\$ 761.25
Daniel Crumpler	100090	DC022323	Board of Supervisors Meeting 02/23/23	\$ 200.00
Eva Walker	100091	EW022323	Board of Supervisors Meeting 02/23/23	\$ 200.00
Florida Power & Light Company	100096	FPL Summary Palma Sola 02/23	FPL Summary Palma Sola 02/23	\$ 454.87
Kilinski / Van Wyk, PLLC	100097	5726	General Counsel 01/23	\$ 186.50
Kilinski / Van Wyk, PLLC	100097	5727	General Counsel HOA Wall Matter 01/23	\$ 650.00
Kilinski / Van Wyk, PLLC	100097	6197	General Counsel 02/23	\$ 1,252.50

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Michael Joseph Coury	100092	MC022323	Board of Supervisors Meeting 02/23/23	\$ 200.00
Rizzetta & Company, Inc.	100089	INV0000078029	District Management Fees 03/23	\$ 4,387.33
Schappacher Engineering, LLC	100095	2363	Engineering Services 03/23	\$ 1,012.50
Securt Holdings, LLC	100101	36555	Service Repair 03/23	\$ 923.22
William M Diamond	100093	WD022323	Board of Supervisors Meeting 02/23/23	<u>\$ 200.00</u>
Report Total				<u>\$ 15,301.17</u>

Tab 5



P.O. Box 5546 Sarasota, FL 34277-5546
 Office@AdmiralEnvironmental.com
 www.AdmiralEnvironmental.com
 Office: 941-777-3350

Customer Service Report

DATE	CUSTOMER ACCOUNT	SERVICE TECHNICIAN(S)
03-16-23	Palma Sola Trace	Chuck / Cesar

Lake # Site #	Inspection	Treatment	Algae	Grasses	Submersed	Floating	Littoral Area	Shoreline	Control Structure	Trash & Debris	Dissolved Oxygen Chemistry	Restriction # Days
1 21	✓	✓	✓									
2 22	✓	✓	✓									
3 23	✓	✓	✓									
4 24	✓	✓	✓									
5 25	✓	✓	✓									
6 26	✓	✓	✓									
7 27	✓	✓	✓									
8 28	✓	✓	✓									
9 29	✓	✓	✓									
10 30	✓	✓	✓									
11 31												
12 32												
13 33												
14 34												
15 35												
16 36												
17 37												
18 38												
19 39												
20 40												

TYPE OF SERVICE	
Recurring	✓
Special Service	
EQUIPMENT	
Kubota RTV	✓
Mule	
Boat	
Backpack	
Chipper	
Dump Trailer	
WATER LEVEL	
High	
Normal	
Low	✓
WIND & TEMPERATURE	
Temperature	75 °F
Wind Speed	5 Mph
Wind Direction	
WEATHER	
Sunny	
Partly Cloudy	✓
Cloudy	
Rainy	
Stormy	
Windy	

Comments: We targeted algae in all 10 ponds.

Thank you for being a valued customer.

Thanks!

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 Lakes ~ Preserves ~ Fountains ~ Plantings ~ Consulting ~ Restoration



Customer Copy

Tab 5A

Customer Service Report

DATE	CUSTOMER ACCOUNT	SERVICE TECHNICIAN(S)
3/30/23	PALMA SOLA TRACE CDD (Creek/Natural Area)	(WETLAND CREW) JOHN, JOE, JOEL ANGELO

Lake # Site #	Inspection	Treatment	Algae	Grasses	Submersed	Floating	Littoral Area	Shoreline	Control Structure	Trash & Debris	Dissolved Oxygen Chemistry	Restriction # Days
1	21											
2	22											
3	23											
4	24											
5	25											
6	26											
7	27											
8	28											
9	29											
10	30											
11	31											
12	32											
13	33											
14	34											
15	35											
16	36											
17	37											
18	38											
19	39											
20	40											
CREEK		✓		✓				✓		✓		φ

TYPE OF SERVICE	
Recurring	✓
Special Service	
EQUIPMENT	
Kubota RTV	✓
Mule	
Boat	
Backpack	
Chipper	
Dump Trailer	✓
WATER LEVEL	
High	
Normal	
Low	✓
WIND & TEMPERATURE	
Temperature	80 °F
Wind Speed	3 Mph
Wind Direction	SW
WEATHER	
Sunny	✓
Partly Cloudy	
Cloudy	
Rainy	
Stormy	
Windy	

Comments: WE TREATED ALL INVASIVE VEGETATION ALONG THE CREEK, WE ALSO CUT AND CLEANED UP DEAD VEGETATION. WE TOOK ONE DUMP TRAILER TO THE LAND FILL. TREATMENT MAY TAKE 2-3 WEEKS. Thank you for being a valued customer.

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Tab 5B



P.O. Box 5546 Sarasota, FL 34277-5546
 Office@AdmiralEnvironmental.com
 www.AdmiralEnvironmental.com
 Office: 941-777-3350

Customer Service Report

DATE	CUSTOMER ACCOUNT	SERVICE TECHNICIAN(S)
4-11-23	Palma Sola Trace (Ponds)	Chuck / Cesar

Lake #	Site #	Inspection	Treatment	Algae	Grasses	Submersed	Floating	Littoral Area	Shoreline	Control Structure	Trash & Debris	Dissolved Oxygen	Chemistry	Restriction # Days
1	21	/	/		/									
2	22	/	/		/									
3	23	/	/		/									
4	24	/	/		/									
5	25	/	/		/									
6	26	/	/		/									
7	27	/	/		/									
8	28	/	/	/	/									
9	29	/	/	/	/									
10	30	/	/	/	/									
11	31													
12	32													
13	33													
14	34													
15	35													
16	36													
17	37													
18	38													
19	39													
20	40													

TYPE OF SERVICE	
Recurring	/
Special Service	
EQUIPMENT	
Kubota RTV	/
Mule	
Boat	
Backpack	
Chipper	
Dump Trailer	
WATER LEVEL	
High	
Normal	
Low	/
WIND & TEMPERATURE	
Temperature	75 °F
Wind Speed	16 Mph
Wind Direction	E
WEATHER	
Sunny	/
Partly Cloudy	
Cloudy	
Rainy	
Stormy	
Windy	

Comments:

Thank you for being a valued customer.

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Customer Copy

Tab 6



Rizzetta & Company

Palma Sola Trace Community Development District

**Financial Statements
(Unaudited)**

March 31, 2023

Prepared by: Rizzetta & Company, Inc.

palmasolatracedd.org
rizzetta.com

Palma Sola Trace Community Development District

Balance Sheet

As of 03/31/2023

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	105,410	0	13,659	119,069	0	0
Investments	36,732	123,264	503,223	663,219	0	0
Accounts Receivable	4,983	0	8,278	13,260	0	0
Refundable Deposits	381	0	0	381	0	0
Fixed Assets	0	0	0	0	3,341,827	0
Amount Available in Debt Service	0	0	0	0	0	525,160
Amount To Be Provided Debt Service	0	0	0	0	0	2,149,840
Total Assets	147,506	123,264	525,160	795,929	3,341,827	2,675,000
Liabilities						
Accounts Payable	720	0	0	720	0	0
Accrued Expenses	1,692	0	0	1,692	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	2,675,000
Total Liabilities	2,412	0	0	2,412	0	2,675,000
Fund Equity & Other Credits						
Beginning Fund Balance	129,255	110,155	303,846	543,257	0	0
Investment In General Fixed Assets	0	0	0	0	3,341,827	0
Net Change in Fund Balance	15,839	13,109	221,314	250,261	0	0
Total Fund Equity & Other Credits	145,094	123,264	525,160	793,518	3,341,827	0
Total Liabilities & Fund Equity	147,506	123,264	525,160	795,929	3,341,827	2,675,000

See Notes to Unaudited Financial Statements

Palma Sola Trace Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	247	(247)
Special Assessments				
Tax Roll	149,074	149,074	149,926	(852)
Total Revenues	149,074	149,074	150,173	(1,099)
Expenditures				
Legislative				
Supervisor Fees	7,000	3,500	2,600	900
Total Legislative	7,000	3,500	2,600	900
Financial & Administrative				
Administrative Services	5,728	2,864	2,864	0
District Management	21,322	10,661	10,661	0
District Engineer	6,500	3,250	6,187	(2,938)
Disclosure Report	1,000	1,000	1,000	0
Trustees Fees	2,200	1,600	1,581	20
Assessment Roll	5,304	5,304	5,304	0
Financial & Revenue Collections	5,304	2,652	2,652	0
Accounting Services	19,094	9,547	9,547	0
Auditing Services	3,400	0	0	0
Public Officials Liability Insurance	3,391	3,391	3,038	353
Legal Advertising	500	250	83	167
Dues, Licenses & Fees	175	175	175	0
Website Hosting, Maintenance, Backup & Email	3,000	1,500	1,369	131
Total Financial & Administrative	76,918	42,194	44,461	(2,267)
Legal Counsel				
District Counsel	10,000	5,000	3,673	1,327
Total Legal Counsel	10,000	5,000	3,673	1,327
Electric Utility Services				
Utility Services	2,000	1,000	1,421	(421)
Utility - Street Lights	2,000	1,000	878	122
Total Electric Utility Services	4,000	2,000	2,299	(299)
Stormwater Control				
Aquatic Maintenance	8,700	4,350	7,611	(3,261)
Lake/Pond Bank Maintenance & Repair	1,500	750	0	750
Fountain Service Repair & Maintenance	250	125	0	125

See Notes to Unaudited Financial Statements

Palma Sola Trace Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Aquatic Plant Replacement	1,000	500	0	500
Total Stormwater Control	11,450	5,725	7,611	(1,886)
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	5,460	19,922	(14,462)
Perimeter Wall Repair	7,500	3,750	11,575	(7,825)
Total Other Physical Environment	27,375	18,165	39,628	(21,463)
Road & Street Facilities				
Guard & Gate Facility Maintenance & Repair	6,000	3,000	2,639	361
Street Light/Decorative Light Maintenance	5,000	2,500	11,903	(9,403)
Total Road & Street Facilities	11,000	5,500	14,542	(9,042)
Contingency				
Miscellaneous Contingency	1,331	666	19,520	(18,855)
Total Contingency	1,331	666	19,520	(18,855)
Total Expenditures	149,074	82,750	134,334	(51,585)
Total Excess of Revenues Over(Under) Expenditures	0	66,324	15,839	50,486
Fund Balance, Beginning of Period	0	0	129,255	(129,256)
Total Fund Balance, End of Period	0	66,324	145,094	(78,770)

Palma Sola Trace Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	844	(844)
Special Assessments				
Tax Roll	12,265	12,265	12,265	0
Total Revenues	<u>12,265</u>	<u>12,265</u>	<u>13,109</u>	<u>(844)</u>
Expenditures				
Contingency				
Capital Reserve	12,265	12,265	0	12,265
Total Contingency	<u>12,265</u>	<u>12,265</u>	<u>0</u>	<u>12,265</u>
Total Expenditures	<u>12,265</u>	<u>12,265</u>	<u>0</u>	<u>12,265</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>13,109</u>	<u>(13,109)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>110,155</u>	<u>(110,155)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>123,264</u>	<u>(123,264)</u>

Palma Sola Trace Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	5,280	(5,280)
Special Assessments				
Tax Roll	268,067	268,067	269,487	(1,420)
Total Revenues	<u>268,067</u>	<u>268,067</u>	<u>274,767</u>	<u>(6,700)</u>
Expenditures				
Debt Service				
Interest	108,067	108,067	53,453	54,614
Principal	160,000	160,000	0	160,000
Total Debt Service	<u>268,067</u>	<u>268,067</u>	<u>53,453</u>	<u>214,614</u>
Total Expenditures	<u>268,067</u>	<u>268,067</u>	<u>53,453</u>	<u>214,614</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>221,314</u>	<u>(221,314)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>303,846</u>	<u>(303,846)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>525,160</u>	<u>(525,160)</u>

Palma Sola Trace CDD
Investment Summary
March 31, 2023

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>March 31, 2023</u>
The Bank of Tampa	Money Market Account	\$ 3,306
The Bank of Tampa ICS Program:		
Pinnacle Bank	Money Market Account	33,426
Total General Fund Investments		<u>\$ 36,732</u>
The Bank of Tampa ICS Capital Reserve		
Pinnacle Bank	Money Market Account	\$ 123,264
Total Reserve Fund Investments		<u>\$ 123,264</u>
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$ 349,260
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
Total Debt Service Fund Investments		<u>\$ 503,223</u>

Palma Sola Trace Community Development District
Summary A/R Ledger
From 03/01/2023 to 03/31/2023

	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	4,982.24	12110
Sum for 390, 2463						4,982.24	
390, 2465							
	390-200	390 Debt Service Fund S2013	Manatee County Tax Collector	AR00000178	10/01/2022	8,278.19	12110
Sum for 390, 2465						8,278.19	
Sum for 390						13,260.43	
Sum Total						13,260.43	

See Notes to Unaudited Financial Statements

Palma Sola Trace Community Development District
Summary A/P Ledger
From 03/01/2023 to 03/31/2023

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
390, 2463						
	390 General Fund	03/30/2023	Bellmore Electric, Inc.	8234	Street Light Repair 03/23	175.00
	390 General Fund	03/30/2023	Bellmore Electric, Inc.	8230	Street Light Repair 03/23	185.00
	390 General Fund	03/30/2023	Bellmore Electric, Inc.	8235	Street Light Repair 03/23	175.00
	390 General Fund	03/30/2023	Bellmore Electric, Inc.	8231	Street Light Repair 03/23	185.00
Sum for 390, 2463						720.00
Sum for 390						720.00
Sum Total						720.00

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

Balance Sheet

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

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the 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.